



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Meeting Agenda

Board of Trustees

Village President Keith Pekau

Village Clerk Patrick R. O'Sullivan

*Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,
Sean Kampas, Brian Riordan and Joni Radaszewski*

Monday, December 18, 2023

7:00 PM

Village Hall

**** AMENDED AGENDA ****

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. VILLAGE CLERK'S OFFICE

2023-0983 Approval of the December 4, 2023, Regular Meeting Minutes

Attachments: [Draft Minutes](#)

4. PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS

5. PRE-SCHEDULED CITIZENS & VISITORS

6. ACCOUNTS PAYABLE

2023-1002 Accounts Payable December 5, 2023 through December 18, 2023
- Approval

Attachments: [FINAL AP LISTING DEC 18 2023](#)

7. CONSENT AGENDA

A. 2023-0986 Payroll for December 8, 2023 - Approval

Attachments: [2023.12.08 Payroll - Board Approval - Interim Format.pdf](#)

B. 2023-0940 An Ordinance Amending Title 5 (Building) by Amending Chapter 8 (Rental Housing) Section 5-8-3-3 (Fees) of the Orland Park Village Code

Attachments: [Ordinance amending Title 5, Ch. 8 - Rental Housing Fees](#)

- C. [2023-0978](#) Harris ERP/Innoprise Annual Licensing and Support Renewal
Attachments: [2023-11-29 INVOICE - HARRIS - ORL01 - CSEMNO000309](#)
- D. [2023-0956](#) Memorandum of Understanding, A cooperative agreement between the Village of Orland Park, and the Village of Orland Hills to operate and maintain cameras installed on Orland Hills light poles.
Attachments: [Memorandum of Understanding - Orland Hills Cameras](#)
- E. [2023-0932](#) Reciprocal Reporting System/Law Enforcement Access To School District Digital Security Cameras and Buildings Intergovernmental Agreement (Amendment No.1) Between the Village of Orland Park and the Board of Education of School District 230 - Agreement.
Attachments: [Amendment - Reciprocal Reporting District 230](#)
- F. [2023-0934](#) Reciprocal Reporting System Agreement Between the Orland Park Police Department and the Board of Education of Orland School District 135 - Agreement.
Attachments: [SD 135 Reciprocal Agreement](#)
- G. [2023-0935](#) Reciprocal Reporting System/Law Enforcement Access to School District Digital Security Cameras and Buildings Intergovernmental Agreement (Amendment No.1) Between the Village of Orland Park and the Board of Education of Orland School District 135 - Agreement
Attachments: [Amendment No. 1](#)
- H. [2023-0958](#) Caterpillar Generator Purchase for Elevated Tank # 8 - Purchase
Attachments: [Quote - Caterpillar Generator](#)
- I. [2023-0942](#) A Resolution Authorizing the Execution of an Intergovernmental Agreement with the Village of Orland Hills Providing for Police Dispatching and Prisoner Detention Services - Resolution
Attachments: [IGA - Orland Hills Dispatching Resolution](#)
- J. [2023-0984](#) Voda Car Wash 7648 159th Street - Class 7c Renewal Resolution
Attachments: [M Group - Voda Wash 7C Renewal Application](#)
 [Voda Village of Orland Park Incentive Letter](#)

- K. [2023-0992](#) Land Development Code - Substantive Amendment: Change Public Hearing Notice Mailing Requirements
Attachments: [Amendment Report to the BOT Ordinance](#)
- L. [2023-1000](#) Land Development Code - Substantive Amendment: Adding New Permitted Use to the Open Space District
Attachments: [Amendment Report to the Board Ordinance](#)
- M. [2023-0999](#) Land Development Code & Village Code - Substantive Amendment: Clarify Driveways and Driveway Apron Regulations
Attachments: [Amendment Report to the Board Ordinance](#)
- N. [2023-0998](#) Land Development Code - Substantive Amendment: Modify Residential Best Management Practices (BMPs)
Attachments: [Amendment Report to the Board Ordinance](#)
- O. [2023-0997](#) Land Development Code - Substantive Amendment: Modify Entitlements Review Process
Attachments: [Amendment Report to the Board Ordinance](#)
- P. [2023-0996](#) Land Development Code - Technical Amendment: Loading Spaces
Attachments: [Amendment Report to the Board Ordinance](#)
- Q. [2023-0995](#) Land Development Code - Substantive Amendment: Car Dealership Parking and Storage
Attachments: [Amendment Report to the Board Ordinance](#)
- R. [2023-0994](#) Land Development Code - Substantive Amendment: Change Solar Panel Review Process
Attachments: [Amendment Report to the Board Ordinance](#)
- S. [2023-0993](#) Land Development Code - Substantive Amendment: Remove Net Buildable Acres From Density Requirement
Attachments: [Amendment Report to the Board Ordinance](#)

- T. [2023-1001](#) Schussler Park All-Inclusive Playground Concept

 Attachments: [cost-Schussler All-Inclusive-20231128 CONCEPT-Playground](#)
 [Schussler All-Inclusive Playground 11.14.23](#)
 [Schussler All-Inclusive Playground 12.5.23](#)
- U. [2023-0988](#) An Ordinance Amending Title 7, Section 7-20-2 of The Village of
 Orland Park Municipal Code (Payment of Paid Sick Leave)

 Attachments: [Ordinance](#)
- V. [2023-1010](#) Lateral Appointment Police Supervisors - Ordinance

 Attachments: [Ordinance](#)

8. **HEARINGS 7:00 P.M.**

9. **PUBLIC SAFETY**

10. **TECHNOLOGY, INNOVATION AND PERFORMANCE IMPROVEMENT**

11. **PUBLIC WORKS**

[2023-0908](#) Fleet Management Software - Purchase

Attachments: [VOP + Fleetio Demo](#)
 [Quote - Fleetio](#)

12. **DEVELOPMENT SERVICES AND PLANNING**

[2023-0519](#) Bank of America Subdivision (Lakeview Plaza) -15854 LaGrange
 Road

Attachments: [Staff Report to the Board of Trustees](#)

[2023-0985](#) Foreclosed Property Registration - Deckard Technologies

Attachments: [CERTIFICATE OF COMPLIANCE - Deckard Technologies Inc](#)
 [Deckard - MSA - Orland Park IL 08.18.23 Rentalscape wVPRO - final.dc](#)
 [Village of Orland Park COI](#)
 [Village of Orland Park WC COI](#)
 [Ordinance Approving Agreement re_ Foreclosure Registrations](#)

[2023-0987](#) The Pointe - Extension of Approval

[2023-0180](#) Pete's Fresh Market Inducement Agreement - Amendment No. 1

Attachments: [Amendment to Pete's Inducement Agreement \(pdf\)](#)

13. ENGINEERING

2023-1003 Oak Lawn Regional Water System - Changes to the Conforming Agreement, Third Amendment

Attachments: [Summary of Final Conforming Agreement Changes Memo \(Dec 2023\)](#)
[Southeast Customer Water Agreement \(Updated December 12\)](#)
[Third Amended North Customer Water Agreement \(Updated December 12\)](#)
[Third Amended Southwest Water Agreement \(Updated December 12\)](#)
[CDM Smith BP5 Engineering Services \(Not to Exceed\) Summary](#)
[Summary of Conforming Agreement Changes Memo \(Updated November 2023\)](#)

2023-1005 Tinley Creek Streambank Stabilization - An ordinance Authorizing Condemnation of Properties for Tinley Creek Streambank Stabilization Temporary and/or Permanent Easements on Properties at 8445, 8448, 8502 and 15437 Tee Brook Drive and 8430 and 8434 Flamingo Circle, Orland Park, Illinois

Attachments: [Ordinance](#)

14. RECREATION AND PARKS

15. FINANCE

2023-0804 An Ordinance Providing For The Levying, Assessment And Collection Of Taxes For The Current Fiscal Year Of The Village Of Orland Park, Cook And Will Counties, Illinois

Attachments: [Ordinance - Levying Taxes 2023.docx](#)
[Library Adoption Resolution.pdf](#)
[Certificate of Compliance with Truth in Taxation Act.docx](#)
[2023 Property Tax Levy Ordinance Exhibit 1.pdf](#)

2023-0809 An Ordinance Adopting The Annual Budget For The Fiscal Year Commencing On January 1, 2024 And Ending On December 31, 2024 For The Village Of Orland Park, Cook And Will Counties, Illinois

Attachments: [Ordinance Budget 2024.docx](#)
[2024 Budget Certification - Counties.docx](#)
[2024 Summary For Reference Only.pdf](#)
[VILLAGE OF ORLAND PARK ANNUAL BUDGET FOR FISCAL YEAR 2024](#)

2023-0810 An Ordinance Establishing Certain Annual or Hourly Pay Rates And Pay Ranges And The Salary Administration Schedule For The Village Of Orland Park Non-Represented Employees For FY2024

Attachments: [Ordinance - FY2024 Pay Rates and Pay Ranges - Non-Represented Employees - 2024 Salary Ordinance - Appendix A & B.pdf](#)

16. MAYOR'S REPORT

2023-0972 Distribution of Proceeds from the 2023 Orland Park Veterans Golf Classic and various other fundraising events held by the Orland Park Veteran's Commission

17. OFFICIALS

18. VILLAGE MANAGER'S REPORT

2023-0977 Disabled American Veterans Post #84 License Agreement for Orland Park Veterans Center

Attachments: [DAV Post#84](#)

19. NON-SCHEDULED CITIZENS & VISITORS

20. BOARD COMMENTS

21. EXECUTIVE SESSION

A. Discussion of the Minutes of Closed Meetings

B. The Appointment, Employment, Compensation, Discipline, Performances or Dismissal of Specific Village Employees

C. Collective Negotiating Matters Between The Village and its Employees, or their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees

D. Pending Litigation Against, Affecting or on Behalf of The Village or When Found by The Board that Such Action is Probable or Imminent

22. RECONVENE BOARD MEETING

Report on Executive Session and Action as a Result of, if any.

23. ADJOURNMENT

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number: **2023-0983**
Orig. Department: **Village Clerk**
File Name: **Approval of the December 4, 2023, Regular Meeting Minutes**

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the minutes of the Board of Trustees Meeting of December 4, 2023.

VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
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Meeting Minutes

Monday, December 4, 2023

7:00 PM

Village Hall

Board of Trustees

*Village President Keith Pekau
Village Clerk Patrick R. O'Sullivan
Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,
Sean Kampas, Brian Riordan and Joni Radaszewski*

CALL TO ORDER/ROLL CALL

The meeting was called to order at 7:00 P.M.

Present: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski and Village President Pekau

VILLAGE CLERK'S OFFICE

2023-0926 Approval of the November 20, 2023 Regular Meeting Minutes

The Minutes of the Regular Meeting of November 20, 2023, were previously distributed to the members of the Board of Trustees. President Pekau asked if there were any corrections or additions to be made to said Minutes. There being no corrections or additions,

I move to approve the minutes of the Board of Trustees Meeting of November 20, 2023.

A motion was made by Trustee Nelson Katsenes, seconded by Trustee Radaszewski, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS

2023-0922 The Economic Development Advisory Board - Appointment

Village President Pekau appointed Jack Smith to the Economic Development Advisory Board. Jack Smith replaces Ray Oral who has resigned from the EDAB Board.

I move to advice and consent the appointment of Jack Smith to the Economic Development Advisory Board.

A motion was made by Trustee Milani, seconded by Trustee Kampas, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

2023-0924 The Veteran's Commission - Appointment

Village President Pekau appointed Jack Carpenter to the Veteran's Commission.

I move to advice and consent the appointment of Jack Carpenter to the Veteran's Commission.

A motion was made by Trustee Kampas, seconded by Trustee Nelson Katsenes, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

ACCOUNTS PAYABLE

2023-0938 Accounts Payable November 21, 2023 through December 4, 2023 - Approval

The lists of Accounts Payable having been submitted to the Board of Trustees for approval and the lists having been determined by the Board of Trustees to be in order and having been approved by the various Department Heads,

I move to approve the Accounts Payable November 21, 2023 through December 4, 2023, in the amount of \$5,221,976.58.

A motion was made by Trustee Healy, seconded by Trustee Riordan, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

CONSENT AGENDA

Passed the Consent Agenda

A motion was made by Trustee Milani, seconded by Trustee Kampas, to PASS THE CONSENT AGENDA, including all the following items marked as having been adopted on the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

2023-0937 Payroll for November 22, 2023 - Approval

The lists of Payroll having been submitted to the Board of Trustees for approval and the lists having been determined by the Board of Trustees to be in order and having been approved by the various Department Heads,

I move to approve the Bi-Weekly Payroll for November 22, 2023 in the amount of \$1,518,972.81.

This matter was APPROVED on the Consent Agenda.

2023-0903 2024 Park Pavilion Purchase

The FY2024 Public Works Department budget includes funding for the purchase and installation of park pavilions. Pavilions provide a place in the shade for residents to congregate, watch their children play, or enjoy lunch. Park pavilions are typically located in close proximity to a playground. The Village currently maintains fifty-six (56) pavilions located throughout the Parks system. A total of four (4) pavilions are proposed for installation in 2024.

As a part of the ongoing "2023 Parks Assessment", a visual inspection of all fifty-six (56) pavilions is being conducted, and a ranking system for maintenance or replacement provided. While the 2023 Park Assessment will provide recommendations as to where pavilions should be installed, the ultimate location of the pavilions will be discussed and approved during upcoming Recreation Advisory Board (RAB) meetings. Residents will be invited via letters, social media, and the Village's website to participate in the discussions regarding the pavilion locations.

Over the past five (5) years, park pavilions have been purchased via the GoodBuy Purchasing Cooperative, which provides a 10% discount on material costs. To avoid potential increases in pavilion costs (which have increased 35% since 2021 due to rising steel prices) and to accommodate long lead times (currently 5-6 months), the Public Works Department is requesting approval to purchase the pavilions prior to final park location approval from the RAB. This same approach was taken for the pavilions installed in 2021, 2022, and 2023.

Proposal

A co-op proposal for the pavilions described above was provided by Parkreation Inc, of Prospect Heights, IL, who is the local vendor for ICON Shelters. Pricing of the pavilions is based according to Good Buy 23-24 9B000 Addendum # 2. The proposal cost includes stamped engineering drawings and delivery costs. The total proposal cost is \$78,338.00. Once delivered, staff from the Natural Resources and Facilities Division of the Public Works Department will complete the necessary site work and install the pavilions.

As such, staff recommends awarding the purchase and delivery of four (4) park pavilions as described above to Parkreation Inc, of Prospect Heights, IL via the Good Buy 23-24 9B000 Addendum # 2.

I move to approve the proposal submitted by Parkreation Inc, of Prospect Heights, IL via Good Buy 23-24 9B000 Addendum # 2 for the purchase and delivery of four (4) ICON park pavilions for an amount not to exceed \$78,338.00;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

2023-0904 2024 CPAC Slide Preventative Maintenance

Implementing an annual preventative maintenance program for the seven (7) slides and one (1) play feature located at the Centennial Park Aquatic Center (CPAC) has been a long-term objective of the Public Works Department. In 2022, Public Works established an annual Slide Preventative Maintenance program wherein the slide manufacturer, WhiteWater West Industries LTD, completes preventative maintenance services on all slides prior to the start of the pool season.

Annual preventative maintenance on pool slides is key to extending the life of each slide, and ensures ideal slide performance and safety for patrons. The preventative maintenance scope of work includes the repair of minor scratches, caulking and joints, as well as the cleaning and waxing of the slide interiors. Slide water flow rates are also tested for optimal safety and performance.

As such, the Public Works Department is requesting approval of the proposal from WhiteWater for 2024 Slide Preventative Maintenance for an amount not to exceed \$38,115.00.

I move to approve the proposal from WhiteWater West Industries LTD dated August 3, 2023 for 2024 CPAC Slide Preventative Maintenance for an amount not to exceed \$38,115.00;

AND

Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

2023-0906 2024 Main Pump Station Mechanical System Preventative Maintenance

The Village of Orland Park's Main Pumping Station ("MPS") is the main source of water for the Village. The MPS pumps water directly from a 21.9MG reservoir and distributes it throughout the Village. While there are redundancies in place for a variety of potential issues, the loss of any of the critical infrastructure at MPS would likely result in severe consequences for the community.

The main pumps and other related equipment located at the MPS, which are vital to the conveyance, disinfection, and monitoring of the Village's drinking water, have been well-maintained over the years. As of 2022, many of the other important building systems, including mechanical, plumbing, lighting and HVAC, were

original to the building and nearing the end of their service life.

As such, in 2023 a major overhaul of the mechanical and HVAC systems at the Village's Main Pump Station was completed by Trane Inc. via the "Main Pumping Station (MPS) Facility Improvement Project" (see 2022-0587). The project scope of work represented repairs and upgrades that the Public Works Department identified as the most critical to the long-term operation of the MPS facility.

In an effort to keep the facility's mechanical systems operating at optimal conditions, the Public Works Department requested a proposal from Trane Chicago Service (TCS), Trane's local service branch, for mechanical system preventative maintenance services. While Public Works does have a contract with another company for facility preventative maintenance, due to the vital role the MPS plays for the Village, Public Works would prefer to work with TCS and their factory trained staff to complete these preventative maintenance services.

Trane Chicago Service (TCS) subsequently provided a proposal for \$17,381.00 for "2024 Preventative Maintenance Program". In addition to the preventative maintenance program, the Village would receive priority 24-hour emergency service as well as a discounted rate for any future repair work, including parts and labor.

The Public Works Department is now requesting approval of the 2024 Main Pump Station Mechanical System Preventative Maintenance Service Agreement with Trane Chicago Service for an amount not to exceed \$17,381.00.

The proposal from Trane Chicago Service for is now before the Village Board for final consideration.

I move to waive the bidding requirements and approve the service agreement proposal from Trane Chicago Service for the "2024 Main Pump Station Mechanical System Preventative Maintenance Program" for an amount not to exceed \$17,381.00;

AND

Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

2023-0931 Award of RFP 23-056 Rental and Service of Portable Toilets

A Request for Proposals (RFP) was issued on September 8, 2023 for the rental and service of portable toilets for twenty-three (23) Village sites, and five (5) school sites at which the Village utilizes an athletic field, as detailed in the Scope of Work (attached). The RFP included an additional request for services on a per

unit basis for Village special events.

The RFP is structured as a 3-year agreement with an option to extend for two (2) additional years. Requested pricing includes monthly rates for standard units, ADA units and additional per unit cleaning as requested.

One proposal from Service Sanitation was received by the September 29, 2023 deadline.

Proposal costs for the rental of units at Village and school sites in 2024, 2025 and 2026 are as follows:

Standard Unit: \$69/unit per month
ADA Unit: \$104/unit per month
Total Annual Cost: \$35,242.11

Proposal costs for 2027 are:
Standard Unit: \$71/unit per month
ADA Unit: \$107/unit per month
Total Annual Cost: \$36,390.39

Proposal costs for 2028 are:
Standard Unit: \$73/unit per month
ADA Unit: \$110/unit per month
*Total Annual Cost: \$37,438.68

*Exhibit A mistakenly listed 2026 instead of 2028 in the total annual cost. Service Sanitation has provided a clarification letter for the 2028 total.

Please note, the monthly cost of units serving fields 6,7, 8 & 9 are greater due to an increased level of service on weekends due to higher usage.

Proposal costs for the rental of units for Village Special Events ranging from one day to five for 2024 through 2028 are detailed in Exhibit A (attached).

Service Sanitation has a strong history of providing quality portable restroom units, supported by reliable, responsive service at Village sites and in support of special events.

I move to approve awarding RFP#23-056 to Service Sanitation of Gary, IN, for the rental of porta potties at specified Village and school sites, and for Village Special Events for 2024, 2025 and 2026, with an option to extend the agreement to 2027 and 2028 at the per unit quoted price;

AND,

Authorize the Village Manager to execute all related contracts, subject to Village

Attorney review.

This matter was APPROVED on the Consent Agenda.

2023-0936 St. Michael's School Advisory Board 5K fundraiser

St. Michael's School Advisory Board has submitted a Special Event permit request to host a 5K fundraiser on March 2, 2024 at Centennial Park utilizing the park's paths. The race will kick-off and finish in the 153rd Street Metra parking lot.

Organizers expect 150-200 participants to take part in the event which is open to the general public. The need for CSO's is contingent upon overall attendance. The event will include pop-up tents, music and refreshments (water and bananas) in the parking area closest to the skate park and soccer fields. The race is expected to contained within Centennial Park (see attached map) and have minimal impact on park users.

I move to approve permitting the St. Michael School Advisory Board to host a 5K fundraiser on the Centennial Park walking paths and 153rd Street Metra lot on Saturday, March 2, 2024 from 9 a.m. to 12 p.m. contingent upon meeting all of the Village's permitting requirements, payment of fees and inspections.

This matter was APPROVED on the Consent Agenda.

2023-0793 Utility Bill Data Processing, Printing, and Mailing Services

In 2009, the Village selected InfoSend, Inc. as the firm to print utility bills for our customers through the RFP process. The contract was extended in 2012, and awarded to InfoSend, Inc. again in 2015 through an RFP process by the City of Quincy. The City of Quincy, Illinois, conducted a competitive bid process that allows for other municipalities to piggy-back on their pricing for utility bill data processing, printing and mailing services.

On April, 19, 2021, the Village Board approved a contract with InfoSend, Inc. through December 31, 2023, utilizing the Joint Purchase Agreement by the City of Quincy. Finance would like to extend the contract for 2 additional years with a new contract expiration date of December 31, 2025. Once the Village moves to utility billing with Munis in mid-2025, we will go back out to bid for the printing of utility bills.

The Village receives top quality service from InfoSend, Inc. and with the request to extend the contract for 2 additional years, there will be a slight price increase that reflects Quincy's competitive bid pricing.

Pricing for 2021 - 2023

Current contract costs include the following:

- \$250 Monthly fee.
- Data Processing fee: \$0.015 per document.

- Printing and Mailing Service: \$0.035 per page
- US postage: pass through cost

Additional costs are required for 4 color printing, when utilized. Costs to print billing stock, outgoing envelopes, and return envelopes at rates between \$0.015 and \$0.017.

Pricing for 2024 & 2025

The contract costs include the following:

- \$250 Monthly Fee (no change)
- Data Processing fee: \$0.013 per document (slight decrease)
- Printing and Mailing Service: \$0.06 per page (increase)
- US postage: pass through cost (based on postal rates)

Additional costs are required for 4 color printing, when utilized. Costs to print billing stock, outgoing envelopes, and return envelopes at rates between \$0.0187 and \$0.025 (slight increase).

I move to approve extending the contract with InfoSend, Inc. for two (2) years for an amount not to exceed the Board approved budgeted amount in 2024 and 2025;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

2023-0805 G.O. Refunding Bonds, Series 2016 Abatement - 2023 Levy - Ordinance

The 2016 bonds are paid from Water & Sewer fund revenues. As such, the property tax levy can be abated.

I move to adopt Ordinance 5849, entitled: AN ORDINANCE ABATING TAXES LEVIED FOR THE YEAR 2023 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS.

This matter was APPROVED on the Consent Agenda.

2023-0806 G.O. Refunding Bonds, Series 2021A and 2021B Abatement - 2023 Levy - Ordinance

The 2021A bonds refunded Lines of Credit for capital, and issued new funds for governmental and proprietary capital projects in 2021. The portion of bonds for governmental projects is funded by property tax levy, and will remain on property tax bills. The portion of bonds for proprietary capital projects (water mains, Tinley Creek stabilization) is paid for with Water & Sewer user fees, and therefore that

portion of the bonds are being abated.

The 2021B bonds refunded a bullet maturity from previous MST TIF bonds. The debt for the 2021B bonds is being funded by MST TIF revenues, and therefore can be abated.

I move to adopt Ordinance 5850, entitled: AN ORDINANCE ABATING TAXES LEVIED FOR THE YEAR 2023 BY AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$40,000,000 GENERAL OBLIGATION BONDS, SERIES 2021A, AND \$8,500,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B, OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL IMPROVEMENTS AND REFUNDING CERTAIN OUTSTANDING OBLIGATIONS OF THE VILLAGE, PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS, PROVIDING FOR THE SALE OF SAID BONDS TO THE PURCHASERS THEREOF, AND AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION THEREWITH, BEING ORDINANCE NO. 5583 ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, ILLINOIS ON THE 18TH DAY OF JANUARY, 2021.

This matter was APPROVED on the Consent Agenda.

2023-0807 G.O. Refunding Bonds, Series 2021C Abatement - 2023 Levy - Ordinance

The 2021C bonds refunded outstanding MST TIF bonds. The debt for the 2021C bonds is being funded by MST TIF and related revenues, and therefore can be abated.

I move to adopt Ordinance 5851, entitled: AN ORDINANCE ABATING TAXES LEVIED FOR THE YEAR 2023 BY AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$6,500,000 GENERAL OBLIGATION REFUNDING BONDS OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF SAID VILLAGE, PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS, AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION WITH THE ISSUE OF SAID BONDS AND AUTHORIZING THE SALE OF SAID BONDS TO THE PURCHASER THEREOF, BEING ORDINANCE NO. 5644 ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, ILLINOIS ON THE 20TH DAY OF SEPTEMBER, 2021.

This matter was APPROVED on the Consent Agenda.

2023-0808 G.O. Refunding Bonds, Series 2023 Abatement - 2023 Levy - Ordinance

The 2023 bonds issued new funds for Governmental and Water & Sewer Fund capital projects in 2023. The portion of bonds for governmental projects is funded by property tax levy, and will remain on property tax bills. The portion of bonds for Water & Sewer Fund capital projects is paid for with Water & Sewer user fees, and therefore that portion of the bonds are being abated.

I move to adopt Ordinance 5852, entitled: AN ORDINANCE ABATING TAXES LEVIED FOR THE YEAR 2023 BY AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$12,100,000 GENERAL OBLIGATION BONDS, SERIES 2023, OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL IMPROVEMENTS, PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS AND PROVIDING FOR THE SALE OF SAID BONDS TO THE PURCHASER THEREOF., BEING ORDINANCE NO. 5840 ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, ILLINOIS ON THE 16TH DAY OF OCTOBER, 2023.

This matter was APPROVED on the Consent Agenda.

HEARINGS 7:00 P.M.**2023-0803 Proposed 2023 Property Tax Levy - Public Hearing**

Trustee Kampas made a motion to open the public hearing. It was seconded by Trustee Katsenes. All were in favor. (refer to audio)

Legal notice for this Public Hearing was published in the Daily Southtown Newspaper setting forth the date, time and location at 7:00 p.m. on December 4, 2023, at the Village of Orland Park Village Hall.

The December 18, 2023, Board of Trustees meeting agenda includes an item approving the 2023 property tax levy that is reflected in the FY2024 budget. There is a statutory requirement to hold a Truth in Taxation Public Hearing if the proposed corporate and special purpose components of the levy exceed 105% of the prior years' corporate and special purpose levy extension. The Village's 2023 levy does not exceed 105% of the 2022 extended levy. In the interest of transparency, the Black Box public hearing notification was published.

The Village tax levy for operations and debt service totals \$13,425,518. This levy amount is 3.60% lower than the 2022 adopted levy.

The Library tax levy for operations and debt service totals \$6,793,000. The estimating resolution included a levy for the Library in the amount of \$6,825,320.

This was a high end estimate as the Library Board was considering their levy after the adoption of the Estimating Resolution.

The proposed tax levy continues the Village's goal of minimizing the impact from property tax. The Village anticipates increases in the Village's EAV from the new development adding to the tax rolls and the triennial reassessment.

As a result, it is anticipated that the property tax rate will decrease by approximately 12.31% with the proposed tax levy.

President Pekau and Village Manager Koczwara had comments. (refer to audio)

I move to adjourn the public hearing for the 2023 property tax levy.

A motion was made by Trustee Radaszewski, seconded by Trustee Milani, that this matter be ADJOURN. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

2023-0802 Proposed Budget for Fiscal Year 2024 - Public Hearing

Trustee Kampas made a motion to open the public hearing. It was seconded by Trustee Katsenes. All were in favor. (refer to audio)

The tentative annual budget for Fiscal Year 2024 was published and made available for public inspection on November 10, 2023. The FY2024 budget reflects total revenues of \$201,651,813 (including bond proceeds and transfers) and total expenditures of \$233,278,804 (which includes transfers). The variance between revenues and expenditures is funded by prior years' operating surplus and the issuance of bonds for capital project.

Anyone wishing to ask questions regarding the budget may do so at this time.

Village Manager Koczwara and President Pekau had comments. (refer to audio)

I move to adjourn the Fiscal Year 2024 Budget public hearing.

A motion was made by Trustee Radaszewski, seconded by Trustee Milani, that this matter be ADJOURN. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

PUBLIC WORKS

2023-0902 2024 Parkway, Park, and Facility Tree Inventory and Assessment

Between 2021 and 2022, the Village has worked with Great Lakes Urban Forestry Management (GLUF) to complete two (2) large-scale, GIS-based inventories and assessments of trees located in Village parkways, parks and facilities. Updating and maintaining the Village's tree inventory helps the Public Works Department's Natural Resources and Facilities Division more efficiently manage our urban canopy by providing accurate data on tree location, species, condition and diversity. The inventory also assists with identifying site- and species-specific concerns, project budgeting, risk reduction and community outreach.

A summary of Village tree inventory/assessment efforts since 2021 is provided below:

Park and Facility Tree Inventory and Assessment - 2021

The Public Works Department worked with GLUF in March, 2021 to complete an inventory and assessment of the 6,442 trees located on all Village Park and Facility sites (including Humphrey Woods), a GIS database of those trees, and a tree management plan. The tree inventory/assessment identified the quantity and quality of these trees, while the tree management plan focused on inventory data analysis.

Parkway Tree Inventory and Assessment - 2022

As a continuation of those efforts, Public Works worked with GLUF to complete an inventory and assessment in July 2022, of the 28,270 trees located on all Village parkways, including the identification of 6,500 open locations for new trees plantings, GIS data integration and support, and additional tree management and consulting support.

Additional Site Tree Inventory and Assessments - 2023

Tree inventories were conducted at 14101 and 14249 Wolf Road prior to the demolition of buildings at those sites. Additionally, an inventory and assessment of trees located at 10609 and 10629 163rd place, the site of the proposal Police Department Firing Range, was completed.

Accordingly, as of October 2023, the Public Works Department's managed tree count is 38,096 trees, of which 28,270 were located in parkways; 4,861 on park and facility grounds; and 4,965 in natural areas. As tree removals and plantings, tree growth and transforming site conditions have taken place over time, the actual number of managed trees is currently estimated to be closer to 39,000.

As a tree inventory is only as useful as it is up-to-date, the Public Works Department is proposing to conduct a comprehensive update to the Village's

Parkway, Park, and Facility Tree data in 2024. Moving forward the plan would be to conduct comprehensive tree inventory updates to Village tree data on a three (3) year cycle.

Public Works Department reached out to GLUF for a proposal for a “2024 Parkway, Park, and Facility Tree Inventory and Assessment”. This proposal, which is attached for reference, includes a full update of all managed Village-owned parkway, park and facility trees, an ESRI geodatabase for integration into the Village’s existing GIS and an updated Tree Inventory Report.

If approved, GLUF would begin the parkway tree assessment/inventory as early as January, 2024.

Public Works Director Joel Van Essen had comments. (refer to audio)

President Pekau had comments. (refer to audio)

I move to approve the proposal from Great Lakes Urban Forestry Management for “2024 Parkway, Park, and Facility Tree Inventory and Assessment” for an amount not to exceed \$97,870.00;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

A motion was made by Trustee Kampas, seconded by Trustee Nelson Katsenes, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

2023-0905 Police Department Firing Range and EOC Facility Project - Construction Administration

On January 16, 2023, the Village Board approved the proposal from Valdes Engineering for the creation of Schematic Design (SD) documents for the Police Department Firing Range and EOC Facility Project (see 2022-0899). On June 6, 2023, the Village Board approved the proposal from Valdes to complete Construction Documents (CDs) for this project. The Public Works and Police Departments have been working with Valdes on a regular basis and CDs are nearing completion.

As the construction of the Police Department Firing Range and EOC Facility Project is scheduled to begin in 2024, the Public Works Department is now requesting approval of a proposal from Valdes for Construction Administration

(CA) services for this project. Construction administration is the oversight and execution of a project to ensure that a project is built according to the construction documents. Construction administration includes:

Bidding Assistance

Responding to Requests for Information (RFI)

Issuing Architect's Supplemental Instructions (ASI)

Processing shop drawings and submittals

Reviewing change orders

Reviewing and certifying contractor's application for payment

Recording changes to design documents

Providing substantial and final completion services

Proving a record document set

As such, the Public Works Department is requesting approval from the Village Board to approve the proposal from Valdes Engineering in the amount of \$166,300.00 for Construction Administration Services for the Police Department Firing Range and EOC Facility Project. Valdes' proposal also includes a \$10,000.00 fee for previously completed design services related to integrating the Orland Park Fire District (OPFD) into this facility. Plans for including the OPFD work spaces were withdrawn after Valdes had completed a substantial amount of design work.

Trustee Healy had a question. (refer to audio)

Village Manager Koczwara and President Pekau responded to Trustee Healy. (refer to audio)

I move to approve the proposal from Valdes Engineering for Construction Administration Services for the Police Department Firing Range and EOC Facility Project for a cost not to exceed \$166,300.00;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

A motion was made by Trustee Nelson Katsenes, seconded by Trustee Kampas, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

DEVELOPMENT SERVICES AND PLANNING

2023-0954 15901 W 96th Ave. (SW Corner of 159th St & Lagrange Rd.) - Escrow Agreement

JD Real Estate has approached the Village about a potential mixed use development at 15901 W 96th Ave, SWC of 159th and LaGrange Road. The developer has indicated that there are potentially exorbitant costs associated with the redevelopment of this property. They have also indicated that some of these costs may be TIF eligible. As such, they have requested that the Village support the creation of a TIF district to make the proposed development possible.

In order to determine if the TIF is feasible, the Village must engage legal and financial consultants in order to conduct the required eligibility studies and draft the redevelopment agreement.

The developer has agreed to establish an escrow account with the Village in order to ensure the Village can promptly address and pay for the due diligence. The Village and developer has drafted the attached escrow agreement and have arrived at the initial deposit amount of \$50,000 to accomplish the due diligence. The funds can only be used for addressing "soft costs" incurred by the Village in furtherance of the due diligence.

Within 14 days of the execution of the agreement, the developer shall deposit a check for the escrow fund in the amount of \$50,000. At any point once the escrow balance falls below \$10,000 the developer and the Village will meet to discuss the appropriate next deposit.

The execution of this escrow agreement does not obligate the Village to establish a TIF district, take any zoning action or issue any building permits for the subject property.

President Pekau had comments. (refer to audio)

Trustee Healy had questions. (refer to audio)

Village Manager Koczvara responded to Trustee Healy. (refer to audio)

Trustee Milani had comments. (refer to audio)

President Pekau had comments. (refer to audio)

I move to authorize the Village Manager to execute the escrow agreement to execute the escrow agreement between the Village of Orland Park and JD Real Estate Inc. for the property located at SWC of 159th Street and LaGrange Road.

APPROVED**2023-0953 9401 143RD Street (SW corner of 143rd St & John Humphrey Drive) - Escrow Agreement**

JD Real Estate has approached the Village about a potential mixed use development at 9401 143rd Street. The developer has indicated that there are potentially exorbitant costs associated with the redevelopment of this property. They have also indicated that some of these costs may be TIF eligible. As such, they have requested that the Village support the creation of a TIF district to make the proposed development possible.

In order to determine if the TIF is feasible, the Village must engage legal and financial consultants in order to conduct the required eligibility studies and draft the redevelopment agreement.

The developer has agreed to establish an escrow account with the Village in order to ensure the Village can promptly address and pay for the due diligence. The Village and developer has drafted the attached escrow agreement and have arrived at the initial deposit amount of \$50,000 to accomplish the due diligence. The funds can only be used for addressing "soft costs" incurred by the Village in furtherance of the due diligence.

Within 14 days of the execution of the agreement, the developer shall deposit a check for the escrow fund in the amount of \$50,000. At any point once the escrow balance falls below \$10,000 the developer and the Village will meet to discuss the appropriate next deposit.

The execution of this escrow agreement does not obligate the Village to establish a TIF district, take any zoning action or issue any building permits for the subject property.

President Pekau had comments. (refer to audio)

I move to authorize the Village manager to execute the escrow agreement titled, Escrow Agreement - 9401 143rd Street (SW Corner of 143rd St & John Humphrey Drive), subject to Village Attorney review.

A motion was made by Trustee Milani, seconded by Trustee Radaszewski, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

2023-0952 Andrew Corporation Property 10500 W 153rd Street - Escrow Agreement

Lake Ventures LLC has approached the Village about a potential residential development at the former Andrew Corporation Property at 10500 W 153rd Street. The property was home to the Andrew Corporation for many years and was utilized as a manufacturing and office facility. After the Andrew Corporation relocated their headquarters out of Orland Park it was discovered that there was environmental contamination on the property.

The owner of the property at the time remediated the contamination to a commercial/industrial standard. The new proposal calls for a residential development and in order to make that development possible the site needs additional remediation to the IEPA residential standard. Due to the potential high cost of the remediation in addition to all other typical development costs the developer has requested support for a tax increment financing district (TIF) to make the development possible.

In order to determine if a TIF is feasible, the Village must engage legal and financial consultants in order to conduct the required eligibility studies and draft the redevelopment agreement.

The developer has agreed to establish an escrow account with the Village in order to ensure the Village can promptly address and pay for the due diligence. The Village and developer has drafted the attached escrow agreement and have arrived at the initial deposit amount of \$85,000 to accomplish the due diligence. The funds can only be used for addressing "soft costs" incurred by the Village in furtherance of the due diligence.

Within 14 days of the execution of the agreement, the developer shall deposit a check for the escrow fund in the amount of \$85,000. At any point once the escrow balance falls below \$10,000 the developer and the Village will meet to discuss the appropriate next deposit.

The execution of this escrow agreement does not obligate the Village to establish a TIF district, take any zoning action or issue any building permits for the subject property.

President Pekau had comments. (refer to audio)

I move to authorize the Village Manager to execute the escrow agreement titled, Escrow Agreement - Andrew Corporation Property 10500 W 153rd Street, subject to Village Attorney review.

A motion was made by Trustee Kampas, seconded by Trustee Nelson Katsenes, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

FINANCE

2023-0811 Consideration and action on a resolution expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of one or more obligations to be issued by the Village

An important component of our capital improvement program is borrowing funds to pay for needed capital projects. For tax exempt borrowing purposes, the attached reimbursement resolution is needed to ensure that up to \$7.8M in bond funds can be used for capital projects before the General Obligation Bonds, Series 2024 are issued in mid-2024.

The 2024 bonds are scheduled to be issued in June and will be used to fund all or a portion of the following projects (and related projects):

- Police Training Facility / EOC: \$10,000,000
- Athletics Maintenance Facility: \$2,300,000
- CPAC Renovations: \$1,600,000
- Road and Ditch Program, Orland Hills II (West): \$2,200,000
- Neighborhood Road Improvement Program: \$6,000,000
- Water Main Replacement / Lining Program: \$5,000,000
- Water Tower Aesthetics and Modernization Program: \$3,800,000
- Storm Ditch Repairs, Orland Hills West: \$1,500,000
- Storm Improvements, Catalina: \$3,000,000

The attached resolution declares the Village's intent to utilize bond funds for projects currently underway. This action is not required to issue bonds, but provides for the most flexibility in applying tax exempt bond funds.

In the coming years, we anticipate approving a similar resolution each year as part of the budget approval process. This will formally declare which capital projects we anticipate will be bond funded and will provide flexibility to issue bonds early in the year or later, depending on market conditions or other factors.

I move to adopt Resolution 2323, entitled: RESOLUTION EXPRESSING OFFICIAL INTENT REGARDING CERTAIN CAPITAL EXPENDITURES TO BE REIMBURSED FROM PROCEEDS OF ONE OR MORE OBLIGATIONS TO BE ISSUED BY THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS.

A motion was made by Trustee Healy, seconded by Trustee Riordan, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

BOARD COMMENTS

Trustees Kampas, Milani, Riordan, Healy, Radaszewski, Katsenes and President Pekau had comments. (refer to audio)

EXECUTIVE SESSION

I move to recess to a Closed Executive Session for the purpose of discussion of a) approval of minutes; b) the appointment, employment, compensation, discipline, performances or dismissal of specific village employees; c) collective negotiating matters between the village and its employees, or their representatives, or deliberations concerning salary schedules for one or more classes of employees; d) pending litigation against, affecting or on behalf of the village or when found by the board that such action is probable or imminent.

A motion was made by Trustee Kampas, seconded by Trustee Nelson Katsenes, that this matter be RECESS. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

RECONVENE BOARD MEETING

The roll was called to reconvene the Regular Meeting and Trustees Healy, Katsenes, Milani, Kampas, Riordan, Radaszewski and President Pekau were present.

Purpose of the Executive Session was for the discussion of a) approval of minutes; b) the appointment, employment, compensation, discipline, performances or dismissal of specific village employees; c) collective negotiating matters between the village and its employees, or their representatives, or deliberations concerning salary schedules for one or more classes of employees; d) pending litigation against, affecting or on behalf of the village or when found by the board that such action is probable or imminent.

Report on Executive Session and Action as a Result of, if any.**2023-0974 Approval of the Board of Trustees Closed Session Minutes**

I move to approve the minutes of the closed sessions occurring on October 2, 2023, October 16, 2023 and the November 26, 2023 special meeting.

A motion was made by Trustee Kampas, seconded by Trustee Milani, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

2023-0975 Settlement Agreement - Tewes

I move to approve the settlement and pending litigation between Tewes vs. the Village of Orland Park;

And

Enter into a settlement agreement subject to Village Attorney Review.

A motion was made by Trustee Milani, seconded by Trustee Kampas, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

2023-0976 Settlement Agreement - Strada Construction

I move to approve the settlement of the pending dispute with Strada Construction;

And

Enter into a settlement agreement subject to Village Attorney preparation and review.

A motion was made by Trustee Kampas, seconded by Trustee Milani, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

ADJOURNMENT: 9:15 P.M.

A motion was made by Trustee Kampas, seconded by Trustee Nelson Katsenes, that this matter be ADJOURNED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

2023-0982 Audio Recording for December 4, 2023 Board of Trustees Meeting

NO ACTION

/AS

APPROVED:

Respectfully Submitted,

Patrick R. O'Sullivan, Village Clerk

DATE:

REQUEST FOR ACTION REPORT

File Number: **2023-1002**
Orig. Department: **Village Clerk**
File Name: **Accounts Payable December 5, 2023 through December 18, 2023 - Approval**

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Accounts Payable December 5, 2023 through December 18, 2023, in the amount of \$12,760,595.13.



Village of Orland Park
Total of Open Items Listings

Monday, December 18, 2023

900 101002	VENDOR DISBURSEMENT	\$12,744,247.52
	PCard	\$0.00
	Direct Disbursement	\$16,347.61
	Grand Total	\$12,760,595.13



Village of Orland Park

Open Item Listing

Run Date: 12/13/2023 4:55:21 PM User: jwade

Status: POSTED Due Date: December 18, 2023

Bank Account: BMO Harris Bank-NEED UPDATED

Monday, December 18, 2023

12342 : ACTION FIRE EQUIPMENT, INC.	88144	27550	23002209	12/8/2023	1	REMOVAL OF FIRE SUPPRESSION SYSTEM AT CPAC	2008010	443100		\$120.00
1483 : ACTION TARGET	0585276-IN	27649	23002184	1/11/2024	1	ARMORY SUPPLIES - PAPER TARGETS	1005000	460990		\$703.32
20407 : AIRPORT ELECTRIC CO.	0002720	26942	23001690	12/30/2023	1	VILLAGE HALL SIGN ELECTRICAL FEED INSTALLATION	1008010	443100		\$4,584.00
20407 : AIRPORT ELECTRIC CO.	1245	26908	23001649	9/30/2023	1	CENTENNIAL PARK LIGHT POLE FEED REPAIR	1008010	443100		\$3,964.00
1511 : ALTA CONSTRUCTION	SR4 46502	27482	23001960	11/29/2023	1	FORESTRY MULCHER RENTAL 10/9 - 10/18	1008010	444500		\$5,470.00
20683 : AMBER MECHANICAL CONTRACTORS, INC	APPLICATION NO. 7	26873	23000764	12/5/2023	1	2023-0117 SPORTSPLEX & FLC HVAC IMPROVEMENTS	3008010	570100		\$95,275.08
20555 : AMERICAN FIRE PROTECTION	1022	26943	23001928	12/29/2023	1	BUILDING DIVISION FIRE SPRINKLER REPAIRS	1008010	442810		\$4,900.00
20555 : AMERICAN FIRE PROTECTION	1021	26945	23001622	11/28/2023	1	DEVELOPMENT SERVICES FIRE SPRINKLER RELOCATIONS	1008010	442810		\$4,400.00
15627 : ANDREW HARE	WEAPONSMUSE UM2023	26766	23002159	1/26/2024	1	1862 CIVIL WAR WEAPONS MUSEUM	2009340	464120		\$200.00
15700 : ANTHEM SPORTS, LLC	381893	27632	23001823	12/18/2023	1	SOCCER GOALS FOR CACHEY PARK	2009100	460180		\$4,356.93
13229 : ARTISTIC ENGRAVING	22106	26790	23002169	12/11/2023	1	SPONSOR RECOGNITION CEREMONY SUPPLIES	1009220	460990		\$3,402.00
1030 : AUTOMATIC BUILDING CONTROLS, INC.	16163	27549	23000120	12/31/2023	1	FACILITY MANAGEMENT SYSTEM SERVICES - C21-0026	1008010	443100		\$6,393.25
12725 : BAXTER & WOODMAN, INC.	0251289	24440	21001690	11/5/2023	1	MCGINNIS SLOUGH PATH, PH I (AUGUST 2023)	3007000	571250		\$4,399.96
12725 : BAXTER & WOODMAN, INC.	0251758	26983	21001690	12/30/2023	1	MCGINNIS SLOUGH PATH, PH I (SEPT-OCT 2023)	3007000	571250		\$4,348.06
15693 : BEVERLY SNOW AND ICE	67191	27497	23000151	1/15/2024	1	SNOW REMOVAL # VOP BUILDINGS 11-1-23	1008020	442200		\$2,355.00
15693 : BEVERLY SNOW AND ICE	67212	27498	23000151	1/28/2024	1	SNOW REMOVAL @ VOP BUILDINGS 11-26 & 27, 2023	1008020	442200		\$4,890.00
15708 : BLOOMING FACILITY LLC	OP202240	27042	23000278	12/30/2023	1	NOVEMBER CONTRACT CLEANING	1008010	442930		\$13,533.04
	OP202240	27042	23000278	12/30/2023	2	NOVEMBER CONTRACT CLEANING	2008010	442930		\$4,907.65
	OP202240	27042	23000278	12/30/2023	3	NOVEMBER CONTRACT CLEANING	5500000	442930		\$2,105.55
20412 : BRAY SALES INC	220/40044739	26946	23001794	11/28/2023	1	PURCHASE OF VALVES FOR CPAC	2008010	461400		\$625.39
15511 : BRIAN WEAVER	20231120	26639	23000756	1/19/2024	1	PROFESSIONAL PHOTOGRAPHY SERVICES	1001020	432250		\$300.00



Village of Orland Park
Open Item Listing

Run Date: 12/13/2023 4:55:21 PM User: jwade

Status: POSTED Due Date: December 18, 2023

Bank Account: BMO Harris Bank-

Monday, December 18, 2023

15558 : CAMPBELL ELECTRIC	7081	26947	22000807	1/28/2024	1	BOLLARD REPAIR AT PD/CONDUIT & WIRING	1008010	443100		\$3,987.00
10625 : CANNON COCHRAN MANAGEMENT - ESCROW SERVICES INC.	0145700-IN	27527	23000837	1/10/2024	1	LIABILITY AND WORKER'S COMPENSATION 11.2023	6100000	452310		\$4,461.14
	0145700-IN	27527	23000837	1/10/2024	2	LIABILITY AND WORKER'S COMPENSATION 11.2023	6100000	452510		\$8.08
20894 : CARDIO PARTNERS	INV3271429	27513	23002206	12/7/2023	1	BATTERY FOR INFANT MANIKIN	2009300	460240		\$428.40
20366 : CELLEBRITE INC.	Q-361105-1	27654	23002227	1/4/2024	1	RECERTIFICATION CCO & CCPA FOR INV. AHRENDT	1005000	429100		\$310.00
6989 : CHALLENGER SPORTS CORP.	Summer 118	27002	23002099	10/15/2023	1	CHALLENGER SOCCER CAMPS SUMMER 2023	2009320	464120		\$290.11
	Summer 118	27002	23002099	10/15/2023	2	CHALLENGER SOCCER CAMPS SUMMER 2023	2009320	464120		\$2,207.89
15739 : CHICAGO BACKFLOW INC	392730	26948	23000852	1/27/2024	1	LABOR FOR CIVIC CENTER RPZ REPAIR	1008010	443100		\$800.00
14207 : CHICAGO METROPOLITAN	2024MUN 190	26779	23002163	1/31/2024	1	CMAF FY 2024 LOCAL CONTRIBUTION	1006020	429200		\$2,635.79
13566 : CHICAGO TRIBUNE COMPANY, LLC	082035420000	26700	23002135	11/30/2023	1	CHICAGO TRIBUNE: BANK OF AMERICA PUB, LAND DEV COD	1006020	442300		\$349.51
4679 : CHRISTOPHER B. BURKE ENGINEERING, LTD.	187554	26989	23002093	11/30/2023	1	PASS-THROUGH [CELL TOWER-VERIZON-15501 (OCT 2023)	100	110903		\$219.00
4679 : CHRISTOPHER B. BURKE ENGINEERING, LTD.	187555	26990	23002106	11/30/2023	1	PASS-THRU [CELL TOWER:T-MOBILE-SW HWY] (OCT 2023)	100	110903		\$236.00
14628 : CINTAS CORPORATION NO. 2	5173514674	27551	23002210	10/29/2023	1	FIRST AID CABINET REPLENISHMENT PROGRAM	1008010	442990		\$248.13
14628 : CINTAS CORPORATION NO. 2	5173514629	27552	23002210	10/29/2023	1	FIRST AID CABINET REPLENISHMENT PROGRAM	1008010	442990		\$62.92
14628 : CINTAS CORPORATION NO.	5183852350	26918	23002156	1/12/2024	1	FIRST AID SUPPLIES FOR FLC	1008010	442990		\$170.39
14628 : CINTAS CORPORATION NO.	5183852380	26919	23002156	1/12/2024	1	FIRST AID SUPPLIES FOR SPORTPLEX	1008010	442990		\$272.71
14628 : CINTAS CORPORATION NO.	5183852367	26920	23002156	1/12/2024	1	FIRST AID SUPPLIES FOR VILLAGE HALL	1008010	442990		\$466.66
14628 : CINTAS CORPORATION NO.	5183852364	26921	23002156	1/12/2024	1	FIRST AID SUPPLIES FOR CIVIC CENTER	1008010	442990		\$197.02
14628 : CINTAS CORPORATION NO.	5183852340	26917	23002156	1/12/2024	1	FIRST AID SUPPLIES FOR THE MUSEUM	1008010	442990		\$192.66
15293 : CIVILTECH ENGINEERING, INC.	53278	26994	23001179	12/4/2023	1	TRUCK ROUTE PERMIT STUDY (NOVEMBER 2023)	3007000	571250		\$3,191.30



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11647 : CLEANING SPECIALISTS, INC.	8845	26925	23000243	12/30/2023	1	BODY TRANSPORT - CASE NO. 2023-210481	1005000	442930		\$350.00
11647 : CLEANING SPECIALISTS,	8846	26927	23000243	12/30/2023	1	BODY TRANSPORT - CASE NO. 2023-209721	1005000	442930		\$350.00
1165 : COM ED	0051636018 11/08/23	27566		12/18/2023	1	10/10-11/8/23 - 17701 108TH AVE- STELLWAGEN FARM	2009340	441300		\$46.32
1165 : COM ED	0073041102 11/20/23	27567		12/18/2023	1	10/20-11/20/23 - 14200 LAGRANGE-HOLIDAY CONTROLLER	1008010	441300		\$31.94
1165 : COM ED	0263133115 11/21/23	27568		12/18/2023	1	10/20-11/20/23 - 163RD & LAGRANGE-LIGHT CABINET	1008020	441300		\$233.60
1165 : COM ED	0278089062 11/20/23	27569		12/18/2023	1	10/20-11/20/23 - 9540 167TH ST-MONUMENT SIGN	1008020	441300		\$25.53
1165 : COM ED	0288057045 11/22/23	27570		12/18/2023	1	10/23-11/21/23 - 10000 CREEK RD LIFT STATION	5008150	441300		\$624.19
1165 : COM ED	0679008041 11/15/23	27572		12/18/2023	1	10/16-11/14/23 - 9599 147TH-CONTROLLER	1008020	441300		\$221.73
1165 : COM ED	4659144068 11/20/23	27682		12/18/2023	1	10/20-11/20/23 - 9750 142ND-METRA STATION	5500000	441300		\$477.82
1165 : COM ED	0975587001 11/20/23	27676		12/18/2023	1	10/20-11/20/23 - 10401 153RD-METRA STATION	5500000	441300		\$1,070.88
1165 : COM ED	1003150008 10/16/23	27677		12/18/2023	1	09/15-10/16/23 - 15500 106TH-METRA PARKING	5500000	441300		\$475.24
1165 : COM ED	1003150008 11/14/23	27678		12/18/2023	1	10/16-11/14/23 - 15500 106TH-METRA PARKING	5500000	441300		\$654.24
1165 : COM ED	1563088103 10/20/23	27679		12/22/2023	1	09/21-10/20/23 - 9750 142ND-METRA LOT LITES/PATHS	5500000	441300		\$603.91
1165 : COM ED	1563088103 11/20/23	27680		12/18/2023	1	10/20-11/20/23 - 9750 142ND-METRA LOT LITES/PATHS	5500000	441300		\$204.20
1165 : COM ED	4659144068 10/20/23	27681		12/22/2023	1	09/21-10/20/23 - 9750 142ND-METRA STATION	5500000	441300		\$507.94
1165 : COM ED	0059111045 10/20/23	27671		12/22/2023	1	09/21-10/20/23 - 9750 142ND ST-VENDOR	5500000	441300		\$104.23
1165 : COM ED	0059111045 11/20/23	27672		12/18/2023	1	10/20-11/20/23 - 9750 142ND ST-VENDOR	5500000	441300		\$64.97
1165 : COM ED	0243059109 10/20/23	27673		12/22/2023	1	09/21-10/20/23 - 9750 142ND/RT 7-PKG LOT LITES	5500000	441300		\$279.51



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1165 : COM ED	0243059109 11/20/23	27674		12/18/2023	1	10/20-11/20/23 - 9750 142ND/RT 7-PKG LOT LITES	5500000	441300		\$317.11
1165 : COM ED	0975587001 10/20/23	27675		12/22/2023	1	09/21-10/20/23 - 10401 153RD-METRA STATION	5500000	441300		\$942.42
1165 : COM ED	3998012019 11/27/23	27594		12/18/2023	1	10/24-11/22/23 - 9100 W. 151ST ST LIFT STATION	5008150	441300		\$1,628.89
1165 : COM ED	4428074000 11/20/23	27595		12/18/2023	1	10/20-11/20/23 - 9725 143RD-HOLIDAY LIGHTS	1009220	441300		\$37.30
1165 : COM ED	6843034137 11/17/23	27597		12/18/2023	1	10/19-11/17/23 - 166TH STREET SIREN	1008010	441300		\$38.64
1165 : COM ED	8971041020 11/22/23	27598		12/18/2023	1	10/24-11/22/23 - 13101 LAGRANGE-CONTROLLER	1008020	441300		\$251.97
1165 : COM ED	9630635021 11/22/23	27599		12/18/2023	1	10/24-11/22/23 - 151ST & 80TH-BOLEY FARM	1008010	441300		\$31.81
1165 : COM ED	1848010025 11/14/23	27587		12/18/2023	1	10/16-11/14/23 - 7200 WHEELER-TANK #5	2009100	441300		\$45.35
1165 : COM ED	1911032026 11/20/23	27588		12/18/2023	1	10/20-11/20/23 - 153RD & WEST-PUMP	5008150	441300		\$146.71
1165 : COM ED	2940156009 11/20/23	27589		12/18/2023	1	10/20-11/20/23 - 14460 RAVINIA	1009220	441300		\$123.83
1165 : COM ED	3062020038 11/27/23	27590		12/18/2023	1	10/20-11/20/23 - STREET LIGHTS	1008020	441300		\$1,433.72
1165 : COM ED	3104091048 11/20/23	27591		12/18/2023	1	10/20-11/20/23 - 9601 179TH-MONUMENT SIGN	1008020	441300		\$26.35
1165 : COM ED	3363000250 11/14/23	27592		12/18/2023	1	10/26-11/14/23 - 14605 88TH AVE-TANK #4	5008150	441300		\$158.13
1165 : COM ED	1227602003 11/20/23	27581		12/18/2023	1	10/20-11/20/23 - 9830 144TH-ORLAND HISTORIC SOCIET	2009340	441300		\$32.27
1165 : COM ED	1293159146 11/21/23	27582		12/18/2023	1	10/23-11/21/23 - 14299 LAGRANGE-HOLIDAY LIGHTS	1009220	441300		\$48.16
1165 : COM ED	1463077019 11/09/23	27583		12/18/2023	1	10/11-11/09/23 - 14900 RAVINIA-SPECIAL LIGHTING	1009220	441300		\$23.72
1165 : COM ED	1593157004 11/10/23	27584		12/18/2023	1	10/12-11/10/23 - 15101 LAGRANGE-CONTROLLER	1008020	441300		\$328.39
1165 : COM ED	1641161230 11/09/23	27585		12/18/2023	1	10/11-11/09/23 - 15300 RAVINIA-TEMP TRAFFIC SIGNAL	1008020	441300		\$45.17



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1165 : COM ED	1755159035 11/17/23	27586		12/18/2023	1	10/16-11/14/23 - WATER FACILITIES	5008150	441300		\$3,946.39
1165 : COM ED	0899099088 11/27/23	27574		12/18/2023	1	10/24-11/22/23 - 15601 LAGRANGE- CONTROLLER	1008020	441300		\$185.08
1165 : COM ED	1143738042 11/21/23	27576		12/18/2023	1	10/20-11/20/23 - 9650 143RD-PARKING DECK	3100000	441300		\$2,871.23
1165 : COM ED	1226049002 11/10/23	27577		12/18/2023	1	10/11-11/09/23 - 14750 RAVINIA - CIVIC CENTER	2009330	441300		\$2,092.42
1165 : COM ED	1226059026 11/20/23	27578		12/18/2023	1	10/20-11/20/23 - 14671 WEST-PARKS ADMIN	2009100	441300		\$216.58
1165 : COM ED	1227318006 11/20/23	27579		12/18/2023	1	10/20-11/20/23 - 14700 1/2 PARK-BASEBALL FIELD	2009100	441300		\$164.54
1165 : COM ED	1227505009 11/21/23	27580		12/18/2023	1	10/20-11/20/23 - 14755 WEST AVE - JH COMPLEX	2009100	441300		\$1,834.73
20475 : COMPUTER AID, INC	AR-00323671	27008	23000275	12/18/2023	1	NETWORK SECURITY MONITORING SERVICES 11-2023	1004000	442620		\$17,608.22
12889 : CONSTRUCTION & GEOTECHNICAL MATERIAL TESTIN	10805	27530	23001595	12/30/2023	1	2023-0528 MATERIAL TESTING FOR CPW CONCERT VENUE	3000000	570700		\$14,743.00
13169 : CONTROLLED F.O.R.C.E	11124	27557	23002230	12/31/2023	1	DEFENSIVE TACTICS INSTRUCTOR TRAINING - OFC TALLEY	1005000	429100		\$870.00
1175 : COOK COUNTY RECORDER	22810312023	27023	23002187	12/15/2023	1	METRO EAST SSA RECORDING	1006020	442990		\$88.00
1898 : CORE & MAIN LP	T575594	23955	23000150	9/14/2023	1	WATER METERS OVER SHIPPED IN ERROR	5008150	463350		(\$223,368.00)
1898 : CORE & MAIN LP	T903755	26368	21001965	12/7/2023	1	RETURN EXTRA WATER METERS	5008150	463350		(\$42,000.00)
1898 : CORE & MAIN LP	T927564	26620	23002133	12/10/2023	1	B-BOX FOR WATER SERVICE PER INV T927564	5008150	462400		\$2,000.50
1898 : CORE & MAIN LP	T872461	26696	23002143	12/11/2023	1	WATERMAIN WRENCH PER INVOICE T872461	5008150	460170		\$308.64
1898 : CORE & MAIN LP	U051102	27531	23002193	1/6/2024	1	WATER MAIN REPAIR CLAMPS	5008150	462400		\$3,933.00
14575 : DAV-COM ELECTRIC INC.	206283	26949	23001092	11/12/2023	1	ELECTRICAL SERVICE FOR ADA DOOR	1008010	443100		\$990.00
14575 : DAV-COM ELECTRIC INC.	206337	26950	23002171	1/27/2024	1	ELECTRICAL CONTRACTOR SUPPORT - VILLAGE HALL	1008010	443100		\$4,992.00
14575 : DAV-COM ELECTRIC INC.	206331	26872	23001691	1/12/2024	1	ELECTRICAL CONTRACTOR SUPPORT AT PUBLIC WORKS	1008010	443100		\$4,992.00



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14575 : DAV-COM ELECTRIC INC.	206333	26876	23001806	1/20/2024	1	SPORTSPLEX LIGHTING IMPROVEMENTS	2008010	443100		\$34,300.00
15189 : DAVEY RESOURCE GROUP,	9000007136	26984	23000313	12/10/2023	1	STORM BASIN STEWARDSHIPS	5008170	443500		\$6,313.20
15189 : DAVEY RESOURCE GROUP,	165298	26985	23000313	10/7/2023	1	STORM BASIN STEWARDSHIPS	5008170	443500		\$6,559.00
15494 : DAVID G. ETERNO	10399	27033	23000258	1/29/2024	1	ON SITE HEARINGS - 11/7/2023	1005000	432100		\$1,400.00
5620 : DELL MARKETING L.P.	10701493687	26758	23001841	12/4/2023	1	MICROSOFT ENTERPRISE AGREEMENT LICENSING RENEWAL	1004000	463450		\$255,765.38
5620 : DELL MARKETING L.P.	10696867447	27005	23001603	1/30/2024	1	CONFERENCE ROOM SCHEDULING SOFTWARE	1004000	463450		\$2,986.75
5620 : DELL MARKETING L.P.	10710023586	27006	23002052	1/8/2024	1	DELL COMPUTER PURCHASE	1004000	463400		\$74,338.50
5620 : DELL MARKETING L.P.	10711509184	27007	23002113	1/30/2024	1	VLA AZURE OVERAGE RECONCILE	1004000	442620		\$3,785.71
21178 : DOLLAMUR LP	171171	27563	23002229	12/11/2023	1	MATS FOR THE GYM AT FLC	2009200	460180		\$3,000.00
12464 : DRIVEN FENCE, INC.	23-1182	27533	23000987	12/30/2023	1	FENCE RENTAL FOR WATER TOWER #10	5008150	444500		\$320.40
12464 : DRIVEN FENCE, INC.	23-1093	27532	23000987	12/1/2023	1	FENCE RENTAL FOR WATER TOWER #10	5008150	444500		\$320.40
13720 : DYNEGY ENERGY SERVICES	4959036058 10/25/23	27596		12/18/2023	1	9/21-10/19/23 - 15430 WEST-OPHFC	2009310	441300		\$21,827.79
13720 : DYNEGY ENERGY SERVICES	0959362004 10/25/23	27575		12/18/2023	1	09-13-10/11/23 - 15700 WEST AVE - CENTENNIAL BALL	2009100	441300		\$9,226.70
21010 : ELASTEC INC	0042965-IN	26816	23001731	11/28/2023	1	DRUG TERMINATOR FOR DISPOSAL OF DRUGS	2405040	460180		\$6,010.00
1255 : ETP LABS INC.	23-136921	27534	23000824	12/2/2023	1	BACTERIAL SAMPLING FOR 2023	5008150	442990		\$1,188.00
11063 : EVT TECH	6761	26778	23001791	1/26/2024	1	4 SETINA PUSH BUMPERS. 3 JOTTO PARTITIONS	3008040	570200		\$5,488.99
14320 : EXCEL ELECTRIC INC.	128610	26749	23002141	12/22/2023	1	(3) UNDERGROUND BREAKS 18258 IMPERIAL,14298, 159TH	1008020	443700		\$2,984.94
14320 : EXCEL ELECTRIC INC.	128634	26747	23002146	12/22/2023	1	RE-FEED STREETLIGHT @ 143RD ST & CRISTINA	1008020	443700		\$4,958.52
14320 : EXCEL ELECTRIC INC.	128633	26748	23002142	12/22/2023	1	STREETLIGHT ON WHEELER DR & LARKSPUR LN	1008020	443700		\$4,941.52
14320 : EXCEL ELECTRIC INC.	128605	26750	23002140	12/22/2023	1	STREET LIGHTS ON 183RD PL, FOUND MULTIPLE BREAKS	1008020	443700		\$4,237.48
15468 : FARNSWORTH GROUP, INC.	247368	26951	23002151	1/26/2024	1	CPAC BIDDING/PERMITTING SUPPORT FOR TURBINE PROJEC	1008010	432800		\$4,999.00



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15468 : FARNSWORTH GROUP, INC.	247139	26952	23000935	1/16/2024	1	FLC AND SPORTSPLEX RETROCOMMISSIONING	1008010	432500		\$3,423.40
5176 : FERGUSON ENTERPRISES	7489695	27043	23002182	11/29/2023	1	HVAC PARTS AND TOOLS	1008010	460170		\$78.61
	7489695	27043	23002182	11/29/2023	2	HVAC PARTS AND TOOLS	1008010	461450		\$248.39
5176 : FERGUSON ENTERPRISES	7521247	27046	23002182	12/20/2023	1	2 PACK DISC WHEELS	1008010	460170		\$11.97
5176 : FERGUSON ENTERPRISES	7489848	27047	23002182	12/20/2023	1	FAN ASSEMBLY	1008010	461450		\$1,075.68
5176 : FERGUSON ENTERPRISES	7491154	26879	23002132	12/7/2023	1	HVAC PARTS FOR SPORTSPLEX AND A TOOL	1008010	460170		\$11.97
	7491154	26879	23002132	12/7/2023	2	HVAC PARTS FOR SPORTSPLEX AND A TOOL	2008010	461450		\$412.50
5176 : FERGUSON ENTERPRISES	7521237	27553	23002211	12/28/2023	1	HVAC PARTS FOR VILLAGE BUILDINGS	1008010	461450		\$372.50
13139 : FIRST ADVANTAGE LNS	2510302310	27529	23001474	1/10/2024	1	DRUG TESTING 10.2023	1002000	429510		\$105.40
13974 : FIRST STUDENT, INC.	383440	26770	23001983	12/16/2023	1	MUSEUM PROGRAM ON 10/26	2009340	442990		\$329.16
13974 : FIRST STUDENT, INC.	356540	26986	23002183	12/30/2023	1	DAY CAMP FIELD TRIP TRANSPORTATION	2009200	464400		\$1,233.70
13974 : FIRST STUDENT, INC.	356390	26987	23002183	12/30/2023	1	TRANSPORTATION FOR DAY CAMP FIELD TRIP	2009200	464400		\$1,157.65
20676 : FOWLER ENTERPRISES LLC	5992	27555	23000995	12/13/2023	1	DEMOLITION OF 14101 AND 14249 WOLF ROAD	1008010	570100		\$56,420.00
20685 : G. FISHER COMMERCIAL CONSTRUCTION, INC.	APPLICATION 3	27548	23001215	12/29/2023	1	REC ADMIN ENTRY RAMP/ADA ACCESS IMPROVEMENT	1008010	570100		\$66,988.26
11697 : G.A.C ENTERTAINMENT	500.00	26772	23001632	1/26/2024	1	TURKEY TROT DJ SERVICES	2009200	464160		\$500.00
11697 : G.A.C ENTERTAINMENT	1127232	27659	23002236	1/2/2024	1	XMAS FEST DJ	1009220	442450		\$600.00
1100 : G.W. BERKHEIMER CO., INC.	7515195	27509	23002204	12/9/2023	1	FURNACE CONCESSIONS FOR FUNACE REPLACEMENT	1008010	461450		\$73.24
1100 : G.W. BERKHEIMER CO., INC.	7514060	27510	23002204	12/8/2023	1	FURNACE CONCESSIONS FOR FURNACE REPLACEMENT	1008010	461450		\$39.22
1323 : GRAINGER, INC.	9920001170	27048	23000091	12/30/2023	1	ELECTRIC WALL CEILING UNIT	1008010	461150		\$619.73
21009 : GRAVESIDE PARANORMAL INC	GHOSTTOUR	26806	23002060	11/28/2023	1	PRESENTER TO LEAD GHOST TOUR OF ORLAND	2009340	464120		\$980.00
1329 : GRAYBAR ELECTRIC COMPANY, INC.	9334940784	26954	23001895	12/27/2023	1	2023-0654 CPAC LIGHTING (COOP PURCHASE)	2008010	443100		\$92,988.80
2314 : HALL SIGNS, INC.	74995	27027	23002136	11/16/2023	1	R1-6A IN STREET PEDESTRIAN CROSSWALK SIGN	1008020	461300		\$1,851.00
15626 : HALL'S RENTAL SERVICE	203398	26813	23002126	1/27/2024	1	TURKEY TROT COFFEE URNS	2009200	444500		\$593.05



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13091 : HERITAGE FS, INC. LOC57	39011045	27049	23000168	12/27/2023	1	LIQUID PETROLEUM FOR STELLWAGEN FARM	2009340	441700		\$808.50
14513 : HEY AND ASSOCIATES, INC.	19-0240 - 17596	26953	23000082	1/27/2024	1	CA SERVICES - STELLWAGEN, HUMPHREY AND BROWN WOODS	1008010	432800		\$510.00
14513 : HEY AND ASSOCIATES, INC.	19-0240 - 17428	26991	23001568	1/29/2024	1	CENTENNIAL PARK W. WETLAND DELINEATION (SEPT 2023)	3000000	570700		\$2,500.00
14513 : HEY AND ASSOCIATES, INC.	17-0346 - 17595	26995	23000324	1/29/2024	1	PLAN REVIEW AND LA SERVICES (OCT 2023)	1007000	432800		\$2,959.47
21163 : ILLINOIS CHAPTER,	1910	26780	23002161	12/4/2023	1	PLAN COMMISSIONER TRAINING	1006020	429100		\$1,000.00
20121 : INDUSTRIA, INC.	APP 5	26870	23000111	12/5/2023	1	2022-0317 VILLAGE CENTER SOFFIT/GLAZING/JOINT SEAL	3008010	570100		\$254,177.00
11209 : INFOSEND, INC	251139	26765	23000469	12/27/2023	1	PRINTING AND MAILING OF UTILITY BILLS	5003000	441600		\$4,968.69
	251139	26765	23000469	12/27/2023	2	PRINTING AND MAILING OF UTILITY BILLS	5003000	442500		\$1,452.71
15192 : INSIGHT PUBLIC SECTOR	1101084931	26898	21001025	10/21/2023	1	DATA CLIMB PROJECT MANAGEMENT SERVICES	3000000	470200		\$50,982.00
15192 : INSIGHT PUBLIC SECTOR	1101091973	26899	21001025	11/11/2023	1	DATA CLIMB PROJECT MANAGEMENT SERVICES	3000000	470200		\$61,218.00
21069 : JG'S REPTILE ROAD SHOW	1723	26973	23002179	11/30/2023	1	DAY CAMP PROGRAM INSTRUCTOR	2009200	464100		\$425.00
1463 : KLEIN, THORPE AND JENKINS LTD.	STMNT 11/22/23	27664	23000433	1/11/2024	1	LEGAL SERVICES 2023	100	110000		\$445.51
	STMNT 11/22/23	27664	23000433	1/11/2024	2	LEGAL SERVICES 2023	1001000	432100		\$78,264.40
	STMNT 11/22/23	27664	23000433	1/11/2024	3	LEGAL SERVICES 2023	3100000	432100		\$1.00
1463 : KLEIN, THORPE AND JENKINS LTD.	STMNT 12/12/23	27699	23000433	1/12/2024	1	LEGAL SERVICES 2023	100	110000		\$232.80
	STMNT 12/12/23	27699	23000433	1/12/2024	2	LEGAL SERVICES 2023	1001000	432100		\$69,104.88
	STMNT 12/12/23	27699	23000433	1/12/2024	3	LEGAL SERVICES 2023	3100000	432100		\$207.00
15213 : LANDSCAPE STRUCTURES, INC.	INV-134001	26887	23000767	11/4/2023	1	PLAYGROUND RENO - ORLAND WOODS PARK	1008010	470250		\$170,943.00
9765 : LANGUAGE IN ACTION, INC.	0923	26975	23002177	12/30/2023	1	SPANISH PROGRAM INSTRUCTOR	2009200	464120		\$621.00
14941 : LAUTERBACH & AMEN, LLC	84948	26941	23000634	1/29/2024	1	PROFESSIONAL SERVICES - DEC 2023 RETAINER	1003000	442500		\$20,600.00
14941 : LAUTERBACH & AMEN, LLC	84947	26940	23000634	1/29/2024	1	PROFESSIONAL SERVICES- NOV 2023 ACCTN	1003000	442500		\$41,200.00
13216 : LEXISNEXIS	3094711425	27032	23000025	1/3/2024	1	SUBSCRIPTIONS/PUBLICATIONS - 9/1/23 -	1005000	442850		\$91.00



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					9/30/23				
12124 : LOCAL 399 HEALTH &	850855-A	26890	23000508	12/29/2023	1	IJOE HEALTH & WELFARE - DECEMBER 2023	6100000	453800	\$25,940.00
15197 : LT CONTRACTUAL RISK	November 2023	27558	23000306	12/16/2023	1	RISK MANAGEMENT CONSULTING	6100000	432800	\$3,281.25
20655 : M&J UNDERGROUND, INC	M23-0520	27034	23000633	12/4/2023	1	LAGUNA WOODS ROAD & DITCH PAY EST #7	3008020	571250	\$242,546.03
	M23-0520	27034	23000633	12/4/2023	2	LAGUNA WOODS ROAD & DITCH PAY EST #7	5008170	570500	\$161,697.36
20655 : M&J UNDERGROUND, INC	M23-0508	26755	23000633	11/27/2023	1	LAGUNA WOODS ROAD & DITCH RECONSTRUCTION	3008020	571250	\$137,734.87
	M23-0508	26755	23000633	11/27/2023	2	LAGUNA WOODS ROAD & DITCH RECONSTRUCTION	5008170	570500	\$91,823.25
13310 : MARATHON SPORTSWEAR,	84351	26895	23002134	12/29/2023	1	ICE RINK STAFF UNIFORMS	2009200	460190	\$730.40
20667 : MARINE RESCUE	155869	27500	23002200	12/6/2023	1	LIFEGUARD FANNY PACKS	2009300	460160	\$1,000.00
14194 : MCGILL CONSTRUCTION	2023-1010	26996	23001077	12/29/2023	1	2023-0257 ASPHALT PAVEMENT PATCHING	3008020	571250	\$131,880.55
14194 : MCGILL CONSTRUCTION	2023-1019	26997	23001077	12/29/2023	1	2023-0257 ASPHALT PAVEMENT PATCHING	3008020	571250	\$7,975.00
2512 : MEADE, INC.	706576	27057	23000112	12/30/2023	1	TRAFFIC SIGNAL MAINTENANCE	1008020	443700	\$2,409.16
6709 : METROPOLITAN WATER	26956	26956		11/30/2023	1	MWRD ANNUAL SERVICE FEE-2ND HALF 2022	100	110907	\$53,317.56
20737 : MIDWEST FENCE CORPORATION	95334	27630	23001220	12/11/2023	1	DAMAGE TO VILLAGE PROPERTY PD #2017-188477	6100000	452210	\$2,500.00
6871 : MIDWEST LIGHTING INC.	146015	27050	23002190	12/17/2023	1	LIGHTING FOR PD	1008010	461150	\$457.25
6871 : MIDWEST LIGHTING INC.	144085	26906	23000446	5/6/2023	1	EM INVERTER - FIELD INTALL ONLY	2008010	443100	\$4,181.75
11804 : MIDWEST OFFICE	264960	27560	23001913	12/15/2023	1	OFFICE FURNITURE	1008010	461750	\$8,966.09
11804 : MIDWEST OFFICE	264959	27561	23001913	12/15/2023	1	OFFICE FURNITURE	1008010	461750	\$1,735.28
11804 : MIDWEST OFFICE	264958	27562	23001913	12/15/2023	1	OFFICE FURNITURE	1008010	461750	\$623.02
15005 : MINDSIGHT	INV12058	27538		1/29/2024	1	REGULAR HOURS 11/2023	1004000	432800	\$900.00
11932 : MOBILE MINI	9019439484	26928	23000170	12/16/2023	1	KAYAK STORAGE RENTAL-NOV	2009200	444500	\$131.68
15278 : NAPA AUTO PARTS	006688	26957	23000061	1/16/2024	1	AA BATTERIES	1008010	460990	\$7.28



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15278 : NAPA AUTO PARTS	006702	26958	23000061	1/21/2024	1	BEHIND THE EAR EARMUFFS	1008010	460990		\$31.72
15278 : NAPA AUTO PARTS	006714	27011	23000191	1/27/2024	1	AUTO AND TRUCK PARTS	1008040	461550		\$555.66
	006714	27011	23000191	1/27/2024	2	ENGINE OIL	1008040	462200		\$42.75
15278 : NAPA AUTO PARTS	006716	27012	23000191	1/28/2024	1	SPRAYER CONTROL VALVE	1008040	461500		\$12.66
	006716	27012	23000191	1/28/2024	2	AUTO AND TRUCK PARTS	1008040	461550		\$1,228.58
	006716	27012	23000191	1/28/2024	3	ENGINE OIL	1008040	462200		\$27.00
15278 : NAPA AUTO PARTS	006717	27016	23000191	1/28/2024	1	EQUIPMENT PARTS	1008040	461450		\$27.55
	006717	27016	23000191	1/28/2024	2	TANK LID AND SPRAYER CONTROL VALVE	1008040	461500		\$442.96
15278 : NAPA AUTO PARTS	006718	27017	23000191	1/28/2024	1	SPRAY BOTTLE	1008040	461990		\$3.80
	006718	27017	23000191	1/28/2024	2	ANTIFREEZE	1008040	462200		\$15.96
15278 : NAPA AUTO PARTS	006721	27018	23000191	1/29/2024	1	EQUIPMENT PARTS	1008040	461450		\$262.83
15278 : NAPA AUTO PARTS	006773	27647	23000191	2/9/2024	1	SPRAY BOTTLE	1008040	461990		\$3.80
15278 : NAPA AUTO PARTS	006774	27648	23000191	2/9/2024	1	AUTO PARTS	1008040	461550		\$227.05
	006774	27648	23000191	2/9/2024	2	ENGINE OIL AND BRAKE FLUID	1008040	462200		\$26.61
15278 : NAPA AUTO PARTS	006760	27638	23000191	2/5/2024	1	TRAILER HITCH PIN	1008040	461450		\$1.04
15278 : NAPA AUTO PARTS	006761	27640	23000191	2/5/2024	1	HITCH SAFETY PIN	1008040	461450		\$2.64
	006761	27640	23000191	2/5/2024	2	TIRES AND EPA FEE	1008040	461600		\$670.20
15278 : NAPA AUTO PARTS	006763	27641	23000191	2/5/2024	1	AUTO PARTS	1008040	461550		\$212.14
	006763	27641	23000191	2/5/2024	2	ENGINE OIL	1008040	462200		\$32.50
15278 : NAPA AUTO PARTS	006764	27642	23000191	2/6/2024	1	CONNECTOR SEALER	1008040	461990		\$4.88
15278 : NAPA AUTO PARTS	006767	27645	23000191	2/6/2024	1	OIL FILTER	1008040	461550		\$6.25
	006767	27645	23000191	2/6/2024	2	ENGINE OIL	1008040	462200		\$4.33
15278 : NAPA AUTO PARTS	006769	27646	23000191	2/9/2024	1	ENGINE TUNE UP FLUID	1008040	462200		\$8.48
15278 : NAPA AUTO PARTS	006750	27620	23000191	2/4/2024	1	AEROKROIL PENETRATING SPRAY	1008040	461990		\$35.94
15278 : NAPA AUTO PARTS	006751	27626	23000191	2/4/2024	1	OIL FILTER	1008040	461550		\$4.90
	006751	27626	23000191	2/4/2024	2	ENGINE OIL	1008040	462200		\$84.15
15278 : NAPA AUTO PARTS	006752	27629	23000191	2/5/2024	1	TRAILER CABLE PLUG	1008040	461450		\$8.88
15278 : NAPA AUTO PARTS	006753	27633	23000191	2/5/2024	1	OIL FILTERS	1008040	461550		\$17.40



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	006753	27633	23000191	2/5/2024	2	TIRES AND EPA FEE	1008040	461600		\$742.67
	006753	27633	23000191	2/5/2024	3	ENGINE OIL	1008040	462200		\$104.80
15278 : NAPA AUTO PARTS	006754	27634	23000191	2/5/2024	1	2" SQUARE STOCK STEEL	1008040	461450		\$57.74
15278 : NAPA AUTO PARTS	006759	27636	23000191	2/5/2024	1	100 FT TUBING FOR EQUIPMENT	1008040	461450		\$25.79
15278 : NAPA AUTO PARTS	006741	27494	23000191	2/3/2024	1	HYDRAULIC HOSE ASSEMBLY FOR PLOW	1008040	461500		\$60.36
	006741	27494	23000191	2/3/2024	2	AIR TANK AND MAOUNTING HARDWARE	1008040	461550		\$312.57
15278 : NAPA AUTO PARTS	006742	27495	23000191	2/3/2024	1	AIR FILTER	1008040	461450		\$8.63
	006742	27495	23000191	2/3/2024	2	FUEL OIL MIX	1008040	462200		\$5.97
15278 : NAPA AUTO PARTS	006743	27496	23000191	2/3/2024	1	HYDRAULIC HOSE ASSEMBLIES FOR PLOW	1008040	461500		\$43.59
	006743	27496	23000191	2/3/2024	2	AUTO PARTS	1008040	461550		\$79.72
	006743	27496	23000191	2/3/2024	3	ENGINE OIL	1008040	462200		\$30.00
15278 : NAPA AUTO PARTS	006745	27617	23000191	2/4/2024	1	2 ICE SCRAPERS	1008040	461990		\$20.70
15278 : NAPA AUTO PARTS	006746	27618	23000191	2/4/2024	1	MARKER LIGHT FOR 333G	1008040	461450		\$118.50
15278 : NAPA AUTO PARTS	006747	27619	23000191	2/4/2024	1	COOLANT HOSE AND FUEL LINE.	1008040	461550		\$47.92
15278 : NAPA AUTO PARTS	006725	27488	23000191	1/30/2024	1	COMBINATION SWITCH	1008040	461450		\$48.76
	006725	27488	23000191	1/30/2024	2	LIGHT SOCKET	1008040	461550		\$10.62
15278 : NAPA AUTO PARTS	006726	27489	23000191	1/30/2024	1	EQUIPMENT PARTS	1008040	461450		\$65.49
	006726	27489	23000191	1/30/2024	2	LOADER TIRE O-RING REPLACEMENT	1008040	461600		\$717.33
15278 : NAPA AUTO PARTS	006727	27490	23000191	1/30/2024	1	1/2" BALL VALVE	1008040	461450		\$12.80
15278 : NAPA AUTO PARTS	006729	27491	23000191	2/2/2024	1	OIL FILTER	1008040	461550		\$6.25
	006729	27491	23000191	2/2/2024	2	ENGINE OIL	1008040	462200		\$15.00
15278 : NAPA AUTO PARTS	006730	27492	23000191	2/2/2024	1	9V BATTERY	1008040	461990		\$1.53
15278 : NAPA AUTO PARTS	006735	27493	23000191	2/2/2024	1	OIL FILTER	1008040	461550		\$4.97
15278 : NAPA AUTO PARTS	006728	27483	23002181	2/2/2024	1	OFF SITE CUMMINS TRAINING FOR TWO MECHANICS	1008040	429100		\$3,434.78
15278 : NAPA AUTO PARTS	006723	27486	23000191	1/29/2024	1	AUTO AND TRUCK PARTS	1008040	461550		\$240.30
	006723	27486	23000191	1/29/2024	2	ENGINE OIL	1008040	462200		\$58.42
15278 : NAPA AUTO PARTS	006724	27487	23000191	1/29/2024	1	AUTO PARTS	1008040	461550		\$42.88
	006724	27487	23000191	1/29/2024	2	SPRAY PAINT	1008040	461990		\$8.38



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	006724	27487	23000191	1/29/2024	3	ENGINE OIL	1008040	462200		\$5.00
15278 : NAPA AUTO PARTS	006698	26934	23000053	1/20/2024	1	CHEST WADER & CABLE TIE	5008150	570500		\$110.84
15278 : NAPA AUTO PARTS	006739	27536	23000053	2/3/2024	1	FUEL OIL MIX	5008160	460990		\$11.94
15278 : NAPA AUTO PARTS	006740	27537	23000053	2/3/2024	1	BATTERIES	5008150	460990		\$26.60
15278 : NAPA AUTO PARTS	006744	27539	23000053	2/4/2024	1	MIRROR	5008160	460990		\$2.14
15278 : NAPA AUTO PARTS	006707	26935	23000054	1/26/2024	1	UTILITY GLOVES	5008150	460160		\$9.00
15278 : NAPA AUTO PARTS	006710	26936	23000054	1/27/2024	1	HIGH VISIBILITY GLOVES	5008150	460160		\$16.30
15278 : NAPA AUTO PARTS	006710B	26937	23000053	1/27/2024	1	WHEEL SPINNER	5008160	460990		\$13.79
15278 : NAPA AUTO PARTS	006712	26938	23000054	1/27/2024	1	ENDURA GLOVES	5008150	460160		\$13.15
	006712	26938	23000054	1/27/2024	2	ENDURA GLOVES	5008160	460160		\$13.15
15278 : NAPA AUTO PARTS	006686	26751	23000292	1/21/2024	1	4FT VELCRO (10103D)	1008020	460160		\$11.17
15278 : NAPA AUTO PARTS	006699	26752	23000292	1/21/2024	1	XL/2X VEST	1008020	461990		\$20.54
15278 : NAPA AUTO PARTS	006766	27627	23000292	2/6/2024	1	VIZ EXTREME WORK G	1008020	461990		\$19.30
15278 : NAPA AUTO PARTS	006770	27628	23000292	2/9/2024	1	LG HI VIZ GLOVES	1008020	461990		\$16.30
15278 : NAPA AUTO PARTS	006732	27621	23000292	2/2/2024	1	MECHANIX WEAR	1008020	461990		\$18.08
15278 : NAPA AUTO PARTS	006734	27622	23000292	2/2/2024	1	D CELL LED FLASHLIGHT	1008020	461990		\$3.52
15278 : NAPA AUTO PARTS	006748	27623	23000292	2/4/2024	1	X-LARGE 13GA NYLON GLOVES	1008020	460160		\$2.86
15278 : NAPA AUTO PARTS	006755	27624	23000292	2/5/2024	1	KNIT GLOVES	1008020	461990		\$17.00
15278 : NAPA AUTO PARTS	006758	27625	23000292	2/5/2024	1	SHOP TOWELS	1008020	461990		\$10.67
15278 : NAPA AUTO PARTS	006722	27028	23000292	1/29/2024	1	3M PELTOR X4B BEHIND THE (10104B)	1008020	461990		\$31.72
15278 : NAPA AUTO PARTS	006719	27029	23000292	1/29/2024	1	MILWAUKEE M18, 9IN, CUTOFF SAW	1008020	460170		\$977.17
15278 : NAPA AUTO PARTS	006715	26976	23000292	1/28/2024	1	VIZ EXTREME WORK GLOVES	1008020	461990		\$11.47
15278 : NAPA AUTO PARTS	006711	26977	23000292	1/27/2024	1	SINGLE FLINT STRIKER	1008020	461990		\$2.97
15278 : NAPA AUTO PARTS	006713	26978	23000292	1/27/2024	1	JB WELD KWICK WELD	1008020	461990		\$5.11
10592 : NEXT DAY PLUS	5291049	27535	23001424	1/4/2024	1	NEXT DAY PLUS PER PAGE PRINT AND MAINTENANCE 11/23	1004000	463500		\$1,179.77
21164 : NICOLE A. KOZIOL	2479-1	27508	23002203	12/7/2023	1	KOZIOL REPORTING SERVICES	1002000	432100		\$1,363.50
21164 : NICOLE A. KOZIOL	2480-14	27511	23002203	12/18/2023	1	KOZIOL REPORTING SERVICES	1002000	432100		\$2,866.50
1601 : NICOR	2706689 10/27/23	26629		11/20/2023	1	09/28/23-10/27/23 9830 W 144TH PL	2009340	441700		\$109.48



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1601 : NICOR	2742855 11/27/23	27019		12/1/2023	1	10/25/23-11/27/23 NS 140TH ST 1W CONCORD	5008150	441700		\$146.64
1601 : NICOR	5481583 11/27/23	27020		12/1/2023	1	10/25/23-11/27/23 10755 153RD ST	5008150	441700		\$278.19
1601 : NICOR	3690413 11/17/23	26854		11/28/2023	1	10/19/23-11/17/23 14671 WEST AVE	2009100	441700		\$108.93
1601 : NICOR	4916005 11/17/23	26860		11/28/2023	1	10/19/23-11/17/23 14750 S RAVINIA AVE	2009330	441700		\$906.40
4446 : NORWALK TANK COMPANY	189459	26933	23002168	11/4/2023	1	BRICK PURCHASE FOR HYDRANT REPAIRS	5008150	461850		\$783.52
13884 : ONE UP SIGNS, LLC	2023 17846	26764	23002149	12/27/2023	1	TURKEY TROT ARCH BANNERS	2009200	460140		\$541.71
13884 : ONE UP SIGNS, LLC	2023 17851	26767	23002160	12/27/2023	1	UPDATED ICE RINK HOURS OF OPERATION SIGN	2009200	461300		\$40.00
13884 : ONE UP SIGNS, LLC	2023 17820	27051	23002123	12/17/2023	1	VILLAGE OFFICIALS DECAL FOR VILLAGE BUILDINGS	1008010	461300		\$1,080.00
999996 : ONE-TIME CIVIC CENTER	26901	26901		6/6/2024	1	REFUND DUE TO CANCELLATION	2009330	337100		\$450.00
999996 : ONE-TIME CIVIC CENTER	26902	26902		10/19/2024	1	SECURITY DEPOSIT REFUND	2009330	337100		\$200.00
999996 : ONE-TIME CIVIC CENTER	27524	27524		11/2/2023	1	SECURITY DEPOSIT REFUND	2009330	337100		\$200.00
999996 : ONE-TIME CIVIC CENTER	27525	27525		11/3/2023	1	SECURITY DEPOSIT REFUND	2009330	337100		\$200.00
999996 : ONE-TIME CIVIC CENTER	27526	27526		11/2/2023	1	SECURITY DEPOSIT REFUND	2009330	337100		\$300.00
999993 : ONE-TIME DEVELOPMENT	27010	27010		12/1/2023	1	REFUND OF BOND BP-19-00988	100	223200		\$4,750.00
999991 : ONE-TIME FINANCE	27036	27036		12/4/2023	1	LIVEWELL FUNDRAISER	100	320500		\$65.00
999991 : ONE-TIME FINANCE	27039	27039		12/4/2023	1	VILLAGE OF ORLAND PARK LIVEWELL DONATION	100	320500		\$333.00
999994 : ONE-TIME POLICE	12/1/23	27035		1/3/2024	1	OVERPAYMENT ON CITATION #368276	100	360100		\$50.00
21159 : OPR HOME LLC	265300	27499	23002198	12/6/2023	1	LANDSCAPING SERVICES FOR ORLAND RIDGE (AUG 2023)	300	223200	ORLRD	\$64,967.00
13569 : P.T. FERRO CONSTRUCTION CO., INC.	47780	26971	22001899	12/21/2023	1	2022 FERNWAY ROAD & DITCH PAY EST #8	3000000	571250		\$390,049.98
	47780	26971	22001899	12/21/2023	2	2022 FERNWAY ROAD & DITCH PAY EST #8	5008170	570500		\$260,033.32
14836 : PACE SUBURBAN BUS	628658	27484	23000095	1/29/2024	1	DECEMBER VANPOOL TRANSIT FARE	1008030	444500		\$100.00
6862 : PARKREATION, INC.	1400277786	27052	23001839	12/9/2023	1	PLAYGROUND PARTS FOR VETERANS PARK	1008010	470250		\$111.85
14069 : PASSPORT LABS, INC.	INV-1042343	27698	23000594	12/30/2023	1	MONTHLY FEES	550	331950	MBLPK	\$1,196.21
11177 : PEERLESS NETWORK, INC.	38840	27009	23000660	12/31/2023	1	PEERLESS TELECOMMUNICATIONS SERVICES 12-2023	1004000	441440		\$5,933.19



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15550 : PHOENIX FIRE SYSTEM, INC.	310941	26910	23000067	1/13/2024	1	FM ANNUAL TESTING - VILLAGE HALL AND POLICE DEP	1008010	443200		\$1,250.00
6296 : PIZZO & ASSOCIATES, LTD.	1925	26959	22002282	12/14/2023	1	NATURE CENTER LANDSCAPE RESTORATION - COMED DAMAGE	1008010	443500		\$1,465.00
6296 : PIZZO & ASSOCIATES, LTD.	3250	26962	23001745	12/14/2023	1	2023-0589 NATURE CENTER REPAIRS (TREES/LANDSCAPING	6100000	452210		\$6,057.00
10621 : PROSHRED SECURITY	1281792A	27021	23002189	12/31/2023	1	SHREDDING - PURGE 96 GALLON SECURITY CART	1001000	442990		\$1,120.00
10621 : PROSHRED SECURITY	1281792B	27022	23000026	12/31/2023	1	SERVICE 36" EXECUTIVE CONSOLE	1005000	442990		\$66.55
1605 : RAY O'HERRON CO., INC.	2303493	26903	23000256	11/25/2023	1	PD UNIFORMS	1005000	460190		\$193.99
1605 : RAY O'HERRON CO., INC.	2303398	26904	23000256	11/25/2023	1	PD UNIFORMS	1005000	460190		\$269.97
1605 : RAY O'HERRON CO., INC.	2308462	26905	23000256	12/21/2023	1	PD UNIFORMS	1005000	460190		\$162.00
1605 : RAY O'HERRON CO., INC.	2307359	26907	23000256	12/15/2023	1	PD UNIFORMS	1005000	460190		\$179.98
1605 : RAY O'HERRON CO., INC.	2295524	26909	23002101	10/19/2023	1	PD UNIFORMS	1005000	460190		\$659.68
1605 : RAY O'HERRON CO., INC.	2294194	26911	23002101	10/12/2023	1	PD UNIFORMS	1005000	460190		\$552.60
1605 : RAY O'HERRON CO., INC.	2309601	27031	23002192	1/3/2024	1	CLIP ON SAFETY LIGHTS FOR CSOs	1005000	460990		\$996.83
15473 : RAYMOND E. ULRICH	NOV23LINEDANCE	27040	23001827	12/31/2023	1	NOVEMBER LINE DANCE INSTRUCTION	2009200	464120		\$222.75
20893 : REED CONSTRUCTION	34306	27528	23001505	12/18/2023	1	2023-0451 CENTENNIAL PARK WEST CONCERT VENUE	3000000	570700		\$993,320.00
20554 : S&J DOORS	15541	26965	23001528	11/30/2023	1	PURCHASE OF NEW DOORS FOR PUBLIC WORKS BUILDING	1008010	462650		\$1,170.00
20554 : S&J DOORS	15668	26966	23002050	11/30/2023	1	REMOVE AND REPLACE DOUBLE DOOR AT CRYSTAL SPRINGS	1008010	443100		\$4,410.00
20554 : S&J DOORS	15672	26967	23002049	11/30/2023	1	INSTALL ADA DOOR AT OPH&FC	3008010	570100		\$4,991.00
20554 : S&J DOORS	15760	26968	23002013	11/30/2023	1	ADA DOOR FOR OPH&FC	3008010	570100		\$4,927.00
20554 : S&J DOORS	15669	26963	23002014	11/30/2023	1	REPLACEMENT DOORS FOR CRYSTAL SPRINGS LIFT STATIO	1008010	443100		\$4,960.00
20554 : S&J DOORS	15542	26964	23001528	11/22/2023	1	PURCHASE OF NEW DOORS FOR PUBLIC WORKS BUILDING	1008010	462650		\$3,040.00
20554 : S&J DOORS	15677	27512	23002205	11/9/2023	1	SERVICE CALL TO REPAIR DOOR AT CIVIC CENTER	1008010	443100		\$510.00
20554 : S&J DOORS	15717	26912	23002157	12/8/2023	1	REPAIR TO DOOR AT SPORTSPLEX	2008010	443100		\$930.00



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15554 : SAFE BUILT ILLINOIS, LLC	154078	27521	23000662	2/3/2024	1	PERMIT TECH NOVEMBER 2023	1006000	442500		\$8,400.00
15554 : SAFE BUILT ILLINOIS, LLC	121942	27024	23000661	12/26/2023	1	SAFE BUILT FIRE REVIEWS OCTOBER 2023	1006010	442500		\$6,005.00
15554 : SAFE BUILT ILLINOIS, LLC	178848	27522	23000659	12/30/2023	1	PLANNING SOLAR REVIEWS NOVEMBER 2023	1006020	442500		\$562.50
15652 : SB FRIEDMAN DEVELOPMENT ADVISORS	5.3923	26498	23000897	11/21/2023	1	SB FRIEDMAN AS NEEDED CONSULTING SERVICES	3100000	432800		\$8,059.15
14269 : SEMMER LANDSCAPE LLC	34199	27554	23000541	12/13/2023	1	MOWING AT VILLAGE BUILDINGS	1008010	443510		\$4,309.39
	34199	27554	23000541	12/13/2023	2	MOWING AT VILLAGE RIGHT OF WAYS	1008020	443510		\$2,738.45
	34199	27554	23000541	12/13/2023	3	MOWING AT VILLAGE PARKS	2008010	443510		\$7,723.90
	34199	27554	23000541	12/13/2023	4	MOWING AT THE TRIANGLE AND PARKING DE	3100000	443510		\$7.38
	34199	27554	23000541	12/13/2023	5	MOWING AT VILLAGE PONDS	5008170	443510		\$5,693.34
	34199	27554	23000541	12/13/2023	6	MOWING AT METRA STATIONS	5500000	443510		\$164.57
13345 : SENSYS GATSO GROUP	23400408	27615		12/30/2023	1	PAID CITATIONS NOVEMBER 2023	1005000	432750		\$108.00
3037 : SERVICE SANITATION, INC.	8641112	26814	23001637	1/27/2024	1	PORTA POTTIES FOR TURKEY TROT	2009200	444500		\$223.00
3037 : SERVICE SANITATION, INC.	8727276	27670	23002207	1/15/2024	1	XMAS FEST PORTA JOHNS	1009220	444550		\$492.00
3037 : SERVICE SANITATION, INC.	8741542	26929	23000121	1/9/2024	1	PORTABLE TOILET RENTAL-NOV-CENT.	2009100	444550		\$65.92
3037 : SERVICE SANITATION, INC.	8741543	26930	23000121	1/9/2024	1	PORTABLE TOILET RENTAL-PW-NOV	2009100	444550		\$65.92
3037 : SERVICE SANITATION, INC.	8741544	26931	23000121	1/9/2024	1	PORTABLE TOILET RENTAL-NATURE CTR-NOV	2009100	444550		\$101.97
3037 : SERVICE SANITATION, INC.	8580884	26932	23000121	1/13/2024	1	PORTABLE TOILET RENTAL-ICE RINK-NOV	2009100	444550		\$208.76
20890 : SHIELD COMMUNICATIONS	10358	27056	23002077	11/30/2023	1	PARKING GARAGE GATE SOFTWARE INSTALLATION	1008010	443100		\$2,137.50
20483 : SNAPOLOGY OF	1644FRANKNOV	26982	23001618	11/30/2023	1	STEM PROGRAM INSTRUCTOR	2009200	464120		\$750.00
14015 : SOLUTION 3 GRAPHICS	84379200	27559	23002215	2/9/2024	1	BUSINESS CARDS (PETER PULJIC)	1007000	460140		\$39.45
14015 : SOLUTION 3 GRAPHICS	144137	26993	23001989	1/29/2024	1	BUSINESS CARDS (SCOTT LUEKEN)	1007000	460140		\$39.45
11927 : SOUND INCORPORATED	D1367041	26924	23002030	12/28/2023	1	ONGUARD SOFTWARE SUPPORT	1005010	463450		\$948.00
11927 : SOUND INCORPORATED	74235	27556	23001360	12/7/2023	1	VH ACCESS CONTROL READER INSTALLATION	3008010	570100		\$18,991.80
2734 : SOUTH SIDE CONTROL	S100900549.001	26969	23000102	12/15/2023	1	HVAC PARTS	1008010	461450		\$152.82



Village of Orland Park

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9192 : SPACECO, INC.	95164	26992	23002092	12/30/2023	1	TRIANGLE - STRUCTURED DEVELOPMENT (OCT 2023)	1007000	432500		\$460.00
13359 : STEINER ELECTRIC	S007465517.001	27485	23002124	1/28/2024	1	WINCH CABLE ASSEMBLY	1008040	461450		\$373.22
12724 : STRAND ASSOCIATES, INC.	0204311	27481	23000505	12/5/2023	1	UTILITY NEEDS ASSESSMENT (OCTOBER 2023)	5007000	432500		\$2,606.24
21061 : STUCKEY CONSTRUCTION COMPANY, INC	APPLICATION NO. 2	26874	23001896	12/5/2023	1	2023-0668 CPAC VERTICAL TURBINE INSTALLATION	3008010	570100		\$36,616.00
10771 : STUDIO GC, INC.	23107.01	26970	23001968	12/31/2023	1	2023 PARKS ASSESSMENT	1008010	432800		\$11,300.00
7112 : SUBURBAN LABORATORIES, INC.	219514	27004	23000077	11/29/2023	1	ANNUAL DRINKING WATER TESTING - LEAD & COPPER	5008100	442990		\$600.00
2649 : SUTTON FORD	11123-1	27041	23001840	12/1/2023	1	ONE (1) FORD F150 POLICE INTERCEPTOR	3008040	570200		\$50,602.00
6280 : TEAM REIL, INC.	24107	27501	23001412	11/2/2023	1	PURCHASE OF BUBBLE PANEL FOR WLODARSKI PARK	1008010	461350		\$1,692.00
9646 : THOMSON REUTERS - WEST	849367855	27651	23000242	1/11/2024	1	BACKGROUND CHECKS - 11/1/23 - 11/30/23	1005000	442850		\$432.88
15198 : TITAN SAFETY	2236	26999	23000307	12/16/2023	1	RISK MANAGEMENT CONSULTING	6100000	432800		\$1,875.00
14447 : TOPNOTCH SILK	23-61001	27564	23002213	1/10/2024	1	ADDITIONAL SHIRTS FOR TURKEY TROT	2009200	464200		\$584.00
1847 : TRANE	15723126	27053	23000163	12/30/2023	1	JUMPER WIRE KIT	1008010	460170		\$31.00
1847 : TRANE	15754259	27687	23000163	1/4/2024	1	HVAC PARTS, TOOLS, BUILDING SUPPLIES	1008010	461450		\$91.16
1847 : TRANE	15556089	26913	23000163	12/3/2023	1	HVAC PARTS	1008010	461450		\$57.96
15782 : TRIA ARCHITECTURE, INC	4828	27685	23001970	12/13/2023	1	CPAC MODERNIZATION PROJECT	3008010	432500		\$159.00
11475 : TYLER TECHNOLOGIES, INC	045-434060	27520	21001024	9/15/2023	1	CHERYL FINCH HOURS	3000000	570420		\$1,400.00
11475 : TYLER TECHNOLOGIES, INC	045-442011	27610	21001024	12/2/2023	1	KIMMARIE FERRANTE HOURS	3000000	570420		\$1,400.00
11475 : TYLER TECHNOLOGIES, INC	045-442775	27611	21001024	12/9/2023	1	JENNIFER MOORHEAD HOURS	3000000	570420		\$2,800.00
11475 : TYLER TECHNOLOGIES, INC	045-445423	27612	21001024	12/30/2023	1	MATTHEW CALABRETTA HOURS	3000000	570420		\$5,600.00
11475 : TYLER TECHNOLOGIES, INC	045-447187	27613	21001024	1/13/2024	1	JENNIFER MOORHEAD&KIMMARIE FERRANTE	3000000	570420		\$5,600.00
11475 : TYLER TECHNOLOGIES, INC	045-447188	27614	21001024	1/13/2024	1	JENNIFER MOORHEAD HOURS	3000000	570420		\$1,400.00
11475 : TYLER TECHNOLOGIES, INC	045-440291	27709	21001024	11/3/2023	1	MICHAEL PETERSON HOURS	3000000	570420		\$3,200.00
11475 : TYLER TECHNOLOGIES, INC	045-442774	27710	21001024	11/24/2023	1	BRITTANY THOMAS HOURS	3000000	570420		\$3,200.00



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12624 : ULINE SHIPPING SUPPLIES	171997700	27631	23002217	1/11/2024	1	PROPERTY BAGS AND TICKET SLEEVES FROM ULINE	1005000	460140		\$175.38
15118 : V & R BEHAVIORAL HEALTH	11/28/23	27516	23002201	2/3/2024	1	POLICE WELLNESS - DEBRIEFING	1005000	429500		\$300.00
9791 : V3 COMPANIES OF ILLINOIS	1023810	27030	23001471	12/10/2023	1	2023-0394 STP PHASE I ENGINEERING	3008020	432500		\$12,528.46
9791 : V3 COMPANIES OF ILLINOIS LTD	APP13-HUMPHREY WOODS	26882	23000113	12/27/2023	1	HUMPHREY WOOD RESTORATION PROJECT YEAR 2 - C22-002	1008010	443500		\$30,060.00
13140 : V3 CONSTRUCTION GROUP, LTD	1	26441	23001533	11/13/2023	1	SCHUSSLER PARK RENOVATION (SEPTEMBER 2023)	3000000	570700		\$439,464.21
	1	26441	23001533	11/13/2023	2	SCHUSSLER PARK RENOVATION (SEPTEMBER 2023)	5008170	570700		\$845,410.10
13140 : V3 CONSTRUCTION GROUP, LTD	2	26923	23001533	11/29/2023	1	SCHUSSLER PARK RENOVATION (OCTOBER 2023)	3000000	570700		\$684,274.00
	2	26923	23001533	11/29/2023	2	SCHUSSLER PARK RENOVATION (OCTOBER 2023)	5008170	570700		\$2,423,336.06
13140 : V3 CONSTRUCTION GROUP, LTD	3	27025	23001533	12/1/2023	1	SCHUSSLER PARK RENOVATION (NOVEMBER 2023)	3000000	570700		\$1,504,851.28
	3	27025	23001533	12/1/2023	2	SCHUSSLER PARK RENOVATION (NOVEMBER 2023)	5008170	570700		\$1,488,498.65
15777 : VALDES ENGINEERING	50145	27507	23001534	1/5/2024	1	PW FUEL TANK REPLACEMENT PROJECT	1008010	432500		\$9,520.00
15777 : VALDES ENGINEERING COMPANY	50144	27503	23001379	1/5/2024	1	2023-0462 A/E CD'S FOR EOC/FIRING RANGE PROJECT	3008010	432500		\$110,214.00
1884 : VILLAGE OF OAK LAWN	0000001540	26819	23000933	12/28/2023	1	IEPA BOND PAYMENT REIMBURSEMENT	5003000	480500		\$313,983.48
1884 : VILLAGE OF OAK LAWN	0000001513	26821	23000933	12/28/2023	1	IEPA BOND PAYMENT REIMBURSEMENT	5003000	480500		\$238,779.87
1884 : VILLAGE OF OAK LAWN	0000001526	26823	23000933	12/28/2023	1	IEPA BOND PAYMENT REIMBURSEMENT	5003000	480500		\$200,643.97
1884 : VILLAGE OF OAK LAWN	0000000803	26827	23000933	12/28/2023	1	IEPA BOND PAYMENT REIMBURSEMENT	5003000	480500		\$107,644.27
9664 : WAREHOUSE DIRECT	5620288-0	26802	23002166	1/27/2024	1	OFFICE SUPPLIES	1003000	460100		\$100.18
	5620288-0	26802	23002166	1/27/2024	2	OFFICE SUPPLIES	5003000	460100		\$0.00
9664 : WAREHOUSE DIRECT	5620288-1	27014	23002166	1/30/2024	1	OFFICE SUPPLIES	5003000	460100		\$428.82
9664 : WAREHOUSE DIRECT	5625764-0	27693	23000391	2/4/2024	1	OFFICE AND JANITORIAL SUPPLY PURCHASES	1008010	460150		\$881.67
9664 : WAREHOUSE DIRECT	5624995-0	27691	23000391	2/3/2024	1	OFFICE AND JANITORIAL SUPPLY	2008010	461100		\$111.58



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						PURCHASES SPORTSPLEX				
9664 : WAREHOUSE DIRECT	5618279-0	27542	23000391	1/21/2024	1	DOMESTIC SUPPLIES	1008010	460150		\$868.84
9664 : WAREHOUSE DIRECT	5613253-0	27543	23000391	1/14/2024	1	DOMESTIC SUPPLIES	1008010	460150		\$311.23
9664 : WAREHOUSE DIRECT	5612106-0	27544	23000391	1/13/2024	1	TOILET TISSUE	2008010	461100		\$178.74
9664 : WAREHOUSE DIRECT	5622489-0	27545	23000391	1/30/2024	1	DOMESTIC SUPPLIES	1008010	460150		\$411.60
9664 : WAREHOUSE DIRECT	5621273-0	27546	23000391	1/28/2024	1	DOMESTIC SUPPLIES SPORTSPLEX	2008010	461100		\$647.06
9664 : WAREHOUSE DIRECT	5616788-0	27547	23000391	1/20/2024	1	DOMESTIC SUPPLIES FOR SPORTSPLEX	2008010	461100		\$307.44
9664 : WAREHOUSE DIRECT	5536334-1	27540	23000391	1/26/2024	1	AIR FRESHENER	1008010	460150		\$158.89
9664 : WAREHOUSE DIRECT	5621276-0	27541	23000391	1/28/2024	1	DOMESTICE SUPPLIES	1008010	460150		\$961.98
15545 : WIGHT & COMPANY	230159-004	27639	23001377	12/29/2023	1	SCHUSSLER ALL-INCL PLAYGROUND PROF. SERV 11/23	3000000	570700		\$7,577.70
4506 : WILLE BROTHERS COMPANY	379756	26753	23002138	12/22/2023	1	CONCRETE SIDEWALK (3 SQUARES) REPAIR AT 14975 WEST	1008020	463200		\$422.00
4506 : WILLE BROTHERS COMPANY	379687	26754	23002139	12/22/2023	1	CONCRETE REPAIRS AT 7944 WHEELER DR	1008020	463200		\$753.00
15784 : WILLIAMS ARCHITECTS	0022148	26914	22001258	12/19/2023	1	POST CONSTRUCTION AWARD SERVICES	1008010	442990		\$975.00
15784 : WILLIAMS ARCHITECTS	0022153	26916	23002116	12/19/2023	1	METRA/PARKING GARAGE ASSESSMENT	3100000	432800		\$5,918.16
2946 : ZIBELL WATER SERVICE	721345-000	27054	23001548	12/29/2023	1	CPAC PURCHASE OF YARD HYDRANTS	2008010	461400		\$3,945.00
Total										\$12,744,247.52

DIRECT DISBURSEMENT (AUTO-PAY) PAYMENT LOG

CHECK/WIRE #	VENDOR NAME	VENDOR #	INVOICE #	INVOICE DATE	Description of Invoice Payment	\$	PO #	MUNIS DOC #	PERSON ENTERING INVOICE
751	FORT DEARBORN	8534	NOV F005598-2	11/1/2023	CLAIMS REIMB AND PROCESSING FEES 11/23	1,147.61		27644	MALEA
1899957	VETERANS VOICES MILITARY GROUP, INC	21054	2023 GOLF DONATION	45257	DONATION	10,000.00		26762	JOANNA
1899958	VFW POST 2604	12876	2023 GOLF DONATION	45257	DONATION	5,200.00		26760	JOANNA
						16,347.61			

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number: **2023-0986**
Orig. Department: **Finance Department**
File Name: **Payroll for December 8, 2023 - Approval**

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Bi-Weekly Payroll for December 8, 2023 in the amount of \$1,551,678.34.

Payroll Date:

December 8, 2023

Payroll Cycle 25 (11/20/2023-12/03/2023)

Fund #	Fund	Dept. Number	Department	Salary & Wages	Overtime	Other Pay	Benefits	Other	Total
010	General Fund	0000	Non-Departmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
010	General Fund	1100	Village Manager	24,532.68	-	-	9,723.68	-	34,256.36
010	General Fund	1101	Human Resources	15,278.98	-	-	7,207.17	-	22,486.15
010	General Fund	1200	Village Clerk	-	-	-	-	-	-
010	General Fund	1201	Communications & Marketing	8,941.30	-	-	3,679.95	-	12,621.25
010	General Fund	1400	Finance	30,865.84	-	-	12,545.87	-	43,411.71
010	General Fund	1500	Officials	7,010.03	-	-	1,004.70	-	8,014.73
010	General Fund	1600	DOIT	24,427.28	-	-	8,950.38	-	33,377.66
010	General Fund	1700	Natural Resources & Facilities Operations	62,937.23	5,165.54	-	25,036.49	-	93,139.26
010	General Fund	2001	Development Services-Admin	15,644.24	-	-	8,033.46	-	23,677.70
010	General Fund	2002	Development Services-Building	21,963.73	-	-	7,254.97	-	29,218.70
010	General Fund	2003	Development Services-Planning	15,839.14	-	-	5,343.92	-	21,183.06
010	General Fund	2004	Engineering Programs and Services	18,757.78	-	-	5,778.28	-	24,536.06
010	General Fund	2005	Development Services-Economic Development	4,217.60	-	-	1,290.14	-	5,507.74
010	General Fund	5001	Public Works-Admin	17,844.01	-	-	6,259.75	-	24,103.76
010	General Fund	5002	Public Works-Streets	54,257.47	3,396.66	-	24,042.07	-	81,696.20
010	General Fund	5003	Public Works-Pace	971.87	-	-	74.35	-	1,046.22
010	General Fund	5006	Public Works-Vehicle & Equip	17,477.60	177.73	-	5,969.82	-	23,625.15
010	General Fund	7002	Police	568,540.91	34,403.37	10,671.17	119,541.04	-	733,156.49
010	General Fund	7005	ESDA	1,552.99	373.11	-	584.20	-	2,510.30
010	General Fund	9400	Taste of Orland Park	-	-	-	-	-	-
010	General Fund	9450	Special Events	1,066.25	10,821.06	-	4,005.97	-	15,893.28
			General Fund Total	912,126.93	54,337.47	10,671.17	256,326.21	-	1,233,461.78
031	Water & Sewer	0000	Non-Departmental	-	-	-	-	-	-
031	Water & Sewer	1400	Finance	6,151.60	-	-	3,884.86	-	10,036.46
031	Water & Sewer	6001	Water & Sewer-Admin	67,020.01	1,871.71	-	26,801.07	-	95,692.79
			Water & Sewer Fund Total	73,171.61	1,871.71	-	30,685.93	-	105,729.25
283	Recreation & Parks	0000	Non-Departmental	-	-	-	-	-	-
283	Recreation & Parks	4001	Recreation-Admin	78,852.43	175.04	-	30,418.28	-	109,445.75
283	Recreation & Parks	4002	Recreation-Programs	10,171.80	-	-	1,337.06	-	11,508.86
283	Recreation & Parks	4003	Recreation-Athletics/Fields	31,367.24	1,569.64	-	12,596.42	-	45,533.30
283	Recreation & Parks	4005	Recreation-Pool	-	-	-	-	-	-
283	Recreation & Parks	4007	Recreation-Sportsplex	20,287.07	-	-	1,950.50	-	22,237.57
283	Recreation & Parks	4008	Recreation-Special Recreation	3,378.02	-	-	588.59	-	3,966.61
021	Civic Center	0000	Non-Departmental	-	-	-	-	-	-
021	Civic Center	1800	Civic Center	7,599.46	-	-	1,415.17	-	9,014.63
			Recreation & Parks Fund Total	151,656.02	1,744.68	-	48,306.02	-	201,706.72
092	Insurance	0000	Worker's Compensation/HSA Contribution	-	-	4,223.20	6,557.39	-	10,780.59
			Insurance Fund Total	-	-	4,223.20	6,557.39	-	10,780.59
			VILLAGE TOTAL	\$ 1,136,954.56	\$ 57,953.86	\$ 14,894.37	\$ 341,875.55	\$ -	\$ 1,551,678.34

Notes:

Salary & Wages includes all full time, part time, and elected official salary and wages.
 Other Pay includes Longevity, Incentive, Stipen, TCO Training, Court, Miscellaneous, and Auto Allowance.
 Benefits include Village contributions to Social Security, IMRF, Medicare, and Group Insurance.
 Other includes uniform allowance.

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number: **2023-0940**
Orig. Department: **Village Manager**
File Name: **An Ordinance Amending Title 5 (Building) by Amending Chapter 8 (Rental Housing) Section 5-8-3-3 (Fees) of the Orland Park Village Code**

BACKGROUND:

The Rental Housing Chapter of the Village Code is designed to maintain property values in the Village by ensuring all residential rental housing is safe and crime free by requiring minimum property maintenance standards and, further, to prevent blighted and deteriorated rental housing areas in the Village. As set forth in Title 5, Chapter 8, Section 5-8-3, fees are assessed on a per-year basis.

The Village’s fee structure accounts for economies of scale in the rental registration and inspection of multi-unit buildings, due to shared common areas. As such, multi-family attached housing is charged a full unit price for the first unit, with a discounted additional fee for additional units. However, the Village seeks to clarify that where no such economies of scale exist, property owners cannot claim an “additional unit” discount. For example, townhomes should be considered individual units, and multi-family housing can only claim the “additional unit” discount within each individual building owned. Therefore, the fee structure is adding clarifying language that all townhomes are considered attached single-family dwellings (and charged \$100 for each unit) and that multi-family units are only considered “additional” units if they are within the same building as a primary, fully assessed unit.

BUDGET IMPACT:

REQUESTED ACTION:

I move to adopt an Ordinance entitled: AN ORDINANCE AMENDING TITLE 5 (BUILDING) BY AMENDING CHAPTER 8 (RENTAL HOUSING) SECTION 5-8-3-3 (FEES) OF THE ORLAND PARK VILLAGE CODE.

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AN ORDINANCE AMENDING TITLE 5 (BUILDING) BY AMENDING CHAPTER 8 (RENTAL HOUSING) SECTION 5-8-3-3 (FEES) OF THE ORLAND PARK VILLAGE CODE

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WHEREAS, the Village of Orland Park is an Illinois Home Rule Community; and

WHEREAS, as such, the Village is authorized to exercise power and perform functions relating to its government and affairs and for the public health, safety and welfare of the Village residents and property owners; and

WHEREAS, the Rental Housing Chapter of the Village Code is designed to maintain property values in the Village by ensuring all residential rental housing is safe and crime free by requiring minimum property maintenance standards and, further, to prevent blighted and deteriorated rental housing areas in the Village; and

WHEREAS, as currently set forth in the Rental Housing Chapter of the Village Code, at Title 5 (Building), Chapter 8 (Rental Housing), Section 5-8-3 (Fees), fees are assessed on a per-year basis; and

WHEREAS, the President and Board of Trustees of the Village of Orland Park find it in the best interests of the property owners and residents of the Village that the fee structure be modified to more adequately capture the investment into the rental registration program; and

WHEREAS, the President and Board of Trustees wish to modify Title 5, Chapter 8 of the Village Code of the Village of Orland Park with certain amendments as are herein set forth.

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1:

The preambles to this Ordinance are incorporated herein by reference as fully as if restated herein in their entirety.

SECTION 2:

Title 5, Chapter 8, Section 5-8-3-3 is hereby amended by deleting it in its entirety and replacing it with the following:

“5-8-3-3: FEES:

Registration and inspection fees shall be established annually by the Village and shall be assessed to and paid by each Rental Residential Property owner.

1. Registration: An annual Registration/License fee included in the fee structure below shall be paid to the Village by the building owner (or owner's agent) for each separate building as defined by Section 5-8-2 of this code.
2. Delinquent fees, fines, charges: Any or all other amounts due to the Village by the owner in part or in whole must be paid before the owner can register any rental property.
3. Annual Fees:
 - a. Single Family Detached Residence – \$100.00 per unit
 - b. Single Family Attached Residence, including all Townhomes – \$100.00 per unit
 - c. Multi-Family Residence -\$100.00 plus \$15 per additional unit within the same building
4. Re-Inspection Fees Per Unit:
 - a. No fee for the 1st re-inspection if all violations have been corrected.
 - b. 2nd re-inspection - \$200.00
 - c. 3rd and subsequent re-inspections - \$300.00
5. Crime Free Rental Housing Training Fee:

Required training classes as administered by the Orland Park Police Department shall be completed by the land owner (or owner's registered agent) for all residential rental buildings. The fee for this class shall be incorporated in the registration fee.”

SECTION 3:

This Ordinance shall be in full force and effect from and after its adoption and publication as provided by law.

SECTION 4:

The Village Clerk is hereby directed to publish this Ordinance in pamphlet form, said pamphlet to be deposited in the Office of the Village Clerk for general distribution.

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number:	2023-0978
Orig. Department:	Information Technology Department
File Name:	Harris ERP/Innoprise Annual Licensing and Support Renewal

BACKGROUND:

Staff requests approval in the amount of \$73,087.26 for annual renewal of Harris ERP/Innoprise software licenses and support effective February 2024 to January 2025. The Village implemented the Harris ERP/Innoprise software package in 2012. This software package includes core financials, cash receipts, utility billing, online payments, community development and payroll modules. The Village is deploying a replacement ERP from Tyler Systems to replace Harris ERP/Innoprise but both systems have to be operating during the transition.

BUDGET IMPACT:

Harris ERP/Innoprise software licensing and support is budgeted for 2024.

REQUESTED ACTION:

I move to approve the Harris ERP/Innoprise annual software maintenance at a cost not to exceed \$73,087.26.



Invoice CSEM0000309
Date 11/29/2023
Page 1 of 1

Remit To: Harris Enterprise Resource Planning, a division of
 Harris Systems USA Inc.
 PO BOX 74008484
 Chicago, IL 60674-8484

Bill To
Orland Park, Village of 14700 South Ravinia Orland Park, IL 60462 USA

Ship To
Orland Park, Village of 14700 South Ravinia Orland Park, IL 60462 USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	ORL01		LOCAL DELIVERY	Start of Maint Term

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	ERP-INN-MN	CIS: 2/1/2024 to 1/31/2025	US\$27,855.53	US\$27,855.53
1.00	ERP-INN-MN	Citizen Access - CIS: 2/1/2024 to 1/31/2025	US\$643.78	US\$643.78
1.00	ERP-INN-MN	Code Enforcements: 2/1/2024 to 1/31/2025	US\$6,963.88	US\$6,963.88
1.00	ERP-INN-MN	Financials: 2/1/2024 to 1/31/2025	US\$27,855.53	US\$27,855.53
1.00	ERP-INN-MN	Extended Maintenance: Payroll/HR: 2/1/2024 to 7/31/2024	US\$9,768.54	US\$9,768.54

Invoice Questions? Please call Carol Hiday at 1-888-847-7747 or e-mail ar_erp@harriscomputer.com			Subtotal	US\$73,087.26
Banking Info Account No. : 4427890967 Beneficiary Name : Harris Systems USA Inc Beneficiary Address : 1 Antares Drive, Suite 400, Ottawa, ON, K2E 8C4, Canada ABA No. (ACH Payments) : 111000012 ABA No. (Wire Payments) : 026009593 Bank Name : Bank of America			Misc	US\$0.00
			Tax	US\$0.00
			Freight	US\$0.00
			Trade Discount	US\$0.00
			Total	US\$73,087.26

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number:	2023-0956
Orig. Department:	Police Department
File Name:	Memorandum of Understanding, A cooperative agreement between the Village of Orland Park, and the Village of Orland Hills to operate and maintain cameras installed on Orland Hills light poles.

BACKGROUND:

The Orland Park Police Department deploys cameras throughout the village limits as a law enforcement tool to enhance public safety. The purpose of this technology is to investigate crimes that have occurred and also to enhance first responders situational awareness during critical incidents. The Orland Park Police Department is seeking approval to enter into an agreement with the Village of Orland Hills to install surveillance cameras on Orland Hills light poles.

BUDGET IMPACT:

None

REQUESTED ACTION:

I move to approve the Memorandum of Understanding between the Village of Orland Park and the Village of Orland Hills;

AND

Authorize the Village President or his designee, to execute the agreement upon approval of the Board.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) effective as of _____, 2023 is made and entered into by and between the VILLAGE OF ORLAND PARK, an Illinois home rule Municipal Corporation (“Orland Park”) and the VILLAGE OF ORLAND HILLS, Municipal Corporation (“Orland Hills”), (each a “Party” and, collectively, the “Parties.”)

Statement of Facts

- A. For security purposes, Orland Park will install a surveillance camera on an Orland Hills light pole (Pole Number 5R3) located at the southeast corner of 9300 159th Street in Orland Hills.
- B. The Parties desire to enter into this Agreement to clearly set forth and memorialize the responsibilities of each Party to operate and maintain the camera and light pole as well as the sharing of camera footage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the preceding Statement of Facts is accurate and incorporated into this Agreement for all purposes, and further agree as follows:

Section 1: Camera System Maintenance

Orland Park shall, at its expense, install, care for and maintain the surveillance camera system so that, to the extent practicable, the camera system shall be fully operational at all times.

Such care and maintenance shall include repairs and/or replacement of camera system components when necessary to keep the camera system operational.

Section 2: Light Pole Maintenance

Orland Hills shall, at its expense, care for and maintain the Orland Hills light pole supporting the surveillance camera system so that, to the extent practicable, the light pole shall be fully operational at all times. Such care and maintenance shall include repairs and/or replacement of the light pole, and its components when necessary to keep the camera system operational.

Section 3: Sharing Video Footage

Orland Park shall, upon Orland Hills' request through its Police Department, promptly share with Orland Hills the raw video footage from the surveillance camera system.

Section 4: Binding Upon Successors

This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

Section 5: Termination

This agreement may be terminated by either Party in its sole discretion upon giving the other Party written notice not less than sixty (60) days prior to the date of termination.

Section 6: Mutual Indemnification –

Both parties shall indemnify, defend, protect, and hold harmless, each other party and its officials, officers, employees, successors and assigns, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, including payment of attorney's fees, to the extent occurring from or arising out of the negligent or intentional acts of the other party or its respective officials, officers, employees, successors and assigns in the performance of this Agreement.

Section 7: Notice

Any notices, requests or communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand; (ii) mailed by United States certified mail, return receipt requested, posted prepaid, or (iii) sent by facsimile, with the original being sent by one of the other permitted means or by regular United States mail, and addressed to each Party at the applicable address set forth herein:

Orland Park

Village of Orland Park
14700 S. Ravinia Avenue

Orland Park, Illinois 60462
Attn: George Koczwara, Village Manager
Telephone: (708) 403-6151

With copies to:

Orland Park Police Department

15100 S. Ravinia Avenue
Orland Park, Illinois 60462
Attn: Chief Eric Rossi
Telephone: (708) 349-4111
Facsimile: (708) 349-8622

Orland Hills:

Village of Orland Hills
16033 S. 94th Avenue
Orland Hills, Illinois 60487
Attn: Brian O'Neill
Telephone: (708)349-6666

With copies to:

Orland Hills Police Department
16039 S. 94th Avenue
Orland Hills, Illinois 60487
Attn: Chief Michael Blaha
Phone: (708) 349-4434
Facsimile: (708) 349-8318

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (Agreement) to be executed by their duly authorized officers effective as of the date set forth above.

ORLAND PARK:

ORLAND HILLS:

VILLAGE OF ORLAND PARK,

VILLAGE OF ORLAND HILLS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number:	2023-0932
Orig. Department:	Police Department
File Name:	Reciprocal Reporting System/Law Enforcement Access To School District Digital Security Cameras and Buildings Intergovernmental Agreement (Amendment No.1) Between the Village of Orland Park and the Board of Education of School District 230 - Agreement.

BACKGROUND:

The Police Department is seeking to update the Reciprocal Reporting System Agreement between School District 230 and The Orland Park Police Department at Carl Sandburg High School. The Reciprocal Reporting System Agreement enhances cooperation and maintains compliance with the current Illinois Compiled Statutes including the Illinois School Code, Illinois School Records Act, the Juvenile Act and the Intergovernmental Cooperation Act.

BUDGET IMPACT:

None

REQUESTED ACTION:

I move to approve the Reciprocal Reporting System/Law Enforcement Access to School District Digital Security Cameras and Buildings Intergovernmental Agreement (Amendment No.1) between the Village of Orland Park and the Board of Education of School District 230;

AND

Authorize the Village Manager or his designee, to execute the agreement upon approval of the Board.

AMENDMENT NO. 1
TO THE

**RECIPROCAL REPORTING SYSTEM AGREEMENT BETWEEN
THE ORLAND PARK POLICE DEPARTMENT
AND THE BOARD OF EDUCATION OF SCHOOL DISTRICT 230,
COOK COUNTY, ILLINOIS**

**LAW ENFORCEMENT ACCESS TO SCHOOL DISTRICT
DIGITAL SECURITY CAMERAS AND BUILDINGS**

WHEREAS, the Board of Education of Consolidated High School District No. 230, Cook County, Illinois (“School District”) and the Orland Park Police Department (“Department”) are parties to an intergovernmental Reciprocal Reporting System Agreement dated June 19, 2023 (“Agreement”); and

WHEREAS, the School District and the Department recognize their shared responsibility to work together to promote public safety; and

WHEREAS, security cameras play a role in achieving this collective goal; and

WHEREAS, the School District and the Department recognize the value of a shared understanding of the use of security cameras to provide information sharing for public safety while respecting the legal rights and responsibilities of each partner and the privacy expectations of the public; and

WHEREAS, the Department is currently developing the capability to view remotely real time and recorded footage from security camera systems owned and operated by other public and private entities who voluntarily wish to share these views to promote public safety and aid First Responders during calls for service at their facilities or during emergencies; and

WHEREAS, the Department is working with a private vendor, FUSUS, in order to have all security camera systems owned and operated by other public and private entities who voluntarily wish to share these views to promote public safety and aid First Responders during calls for service at their facilities or during other emergencies available in one accessible location via the Cloud, which will lessen the burden on the School District to grant access to the real time and recorded footage; and

WHEREAS, the School District and the Department desire to amend the Agreement to provide for certain access by the Department to the School District security camera live feed for school safety and security purposes; and

WHEREAS, the School District and the Department desire to amend the Agreement to further outline the parameters of Department access to District buildings for school safety and security purposes.

NOW, THEREFORE, for good and sufficient consideration provided each to the other, the Agreement is hereby amended by adding the following provisions:

I. DEPARTMENT ACCESS TO SCHOOL DISTRICT SECURITY CAMERA SYSTEM THROUGH FUSUS

- A. Scope of Access to School District Digital Camera System Through FUSUS.** Provided the Village establishes and maintains an account for streaming access through FUSUS, the School District will take the steps necessary through registration with FUSUS to enable the Department to view, through the FUSUS system, real time feeds created by certain School District digital security cameras and recordings of those videos that may be created and stored by FUSUS. FUSUS shall not be acting as a contractor or agent of School District in its receipt of the live feeds or creation of records therefrom. This access through FUSUS will apply to School District cameras on the interior and exterior of School District buildings and in School District parking lots. FUSUS access will not apply to cameras on school buses.
- B. Installation of Security Cameras.** The decision to install, operate and/or, maintain a security camera system on the School District's premises is the exclusive decision of the School District. The costs associated with the system, the components, the ownership, control of, and all recordings are governed by the laws, rules, and regulations that govern the School District. The Department may make technical suggestions to the School District to facilitate remote access but the Department assumes no liability for final selection of components by the District.
- C. Cost Allocation.** The School District shall acquire and be financially responsible for the cost of the FUSUS hardware appliances necessary in each connected campus location. The Department shall provide and be financially responsible for the ongoing streaming access costs and any corresponding licensing costs associated with the FUSUS system.
- D. Training.** All Department personnel involved in the use of FUSUS will be instructed in the technical and ethical parameters of appropriate use of this system and in the parameters set forth in this Amendment.
- E. Records of Access.** The Department shall maintain a record of all personnel who are authorized to remotely access a School District system or School District feeds and record created therefrom and shall notify the School District in the event of a compromise or hacking of remote access software or compromise of its system. The Department will provide the School District with access to all audit logs giving the School District access to login and user history.

- F. **Point of Contact.** The School District will provide the Department at least one point of contact, with a basic understanding of the School District’s inventory and locations of surveillance cameras as may be required for video sharing. Typical configuration should take less than an hour and may require installation of additional hardware at School District location(s). The School District agrees that it will provide information needed by the Department for the system to operate; including but not limited to, camera make, model, IP address, and Camera and/or associated DVR/NVR login information.

- G. **Department’s FUSUS Agreement.** The Department shall ensure that its agreement with FUSUS shall contain provisions that reflect the provisions set forth in this Amendment. Specifically, the Department’s agreement with FUSUS must prohibit FUSUS from viewing, downloading, or disseminating any footage or recording from the School District’s system outside the FUSUS system for other than law enforcement purposes without the express permission of the School District.

- H. **FOIA Requests.** If the Department or the Village of Orland Park receives a *Freedom of Information Act* request for information in the FUSUS system or derived from the FUSUS system that is related to or derived from School District camera feeds, the Department or Village shall immediately notify the School District and work in good faith with the School District before responding to the FOIA request to ensure legal and personal privacy of individuals is preserved to the extent allowed by law.

II. **ACCESS TO SCHOOL DISTRICT BUILDINGS**

- A. **Department Possession of Building Keys.** The School District will provide to the Department sufficient copies of a master key (physical or electronic) to the School District buildings to enable the Department to have one key carried in each squad car. The Department will not make further copies of the keys. The Department will routinely account for all copies of the keys and immediately notify the School District if any key is lost, unaccounted for, or damaged or any access code is compromised. The Department will return the keys to the School District upon request.

- B. **Department Access to School Buildings.** The Department may use the master keys provided by the School District to respond to emergencies at any School building or to enter the building for scheduled training exercises approved in writing in advance by the School Principal or the School Principal’s designee. The Department will not use the keys for entry into the any School building as part of routine patrol or other purposes not outlined herein or under other written agreement between the Parties.

III. **TERMINATION**

The School District may terminate this Amendment or any Section thereof at any time

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number:	2023-0934
Orig. Department:	Police Department
File Name:	Reciprocal Reporting System Agreement Between the Orland Park Police Department and the Board of Education of Orland School District 135 - Agreement.

BACKGROUND:

The Police Department is seeking to update the Intergovernmental Agreement with the Board of Education of Orland School District 135 on an established reciprocal reporting system to enhance cooperation and maintain compliance with current Illinois Compiled Statutes including the Illinois School Code, Illinois School Records Act, the Juvenile Court Act and the Intergovernmental Cooperation Act.

BUDGET IMPACT:

None

REQUESTED ACTION:

I move to approve the Reciprocal Reporting System Intergovernmental Agreement between the Village of Orland Park and the Board of Education of Orland School District 135;

AND

Authorize the Village Manager or his designee, to execute the agreement upon approval of the Board.

**RECIPROCAL REPORTING SYSTEM AGREEMENT BETWEEN
THE ORLAND PARK POLICE DEPARTMENT
AND THE BOARD OF EDUCATION OF SCHOOL DISTRICT 135,
COOK COUNTY, ILLINOIS**

This agreement is entered into between the 15100 S. Ravinia Avenue Police Department ("the Police Department") and the Board of Education, School District 135 ("the School District").

WHEREAS, the Illinois School Code, 105 ILCS 5/10-20.14, requires the School District parent-teacher advisory committee, in cooperation with local law enforcement agencies, to work with the board of education to develop "policy guideline procedures" for the establishment and maintenance of a reciprocal reporting system between the School District and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, under the Illinois School Student Records Act, 105 ILCS 10/6, school student records are considered confidential and no school student records or information contained therein may be released, transferred or disclosed except as permitted by the Student Records Act; and

WHEREAS, under the Juvenile Court Act of 1987, 705 ILCS 405/1-7, law enforcement records are considered confidential and the inspection and copying of such records that relate to a minor who has been arrested or taken into custody before his or her 18th birthday are restricted to those exceptions in the Juvenile Court Act; and

WHEREAS, the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), and the General Education Provisions Act, 20 U.S.C. 1232g, authorize school districts to release student records and information to juvenile law enforcement officers when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information will not be disclosed to any other party except as provided under law or order of court; and

WHEREAS, the Juvenile Court Act. 705 ILCS 405/1-7(A)(8), authorizes law enforcement agencies to allow appropriate school officials to inspect and copy law enforcement records under a reciprocal reporting system for certain offenses and under certain specified circumstances; and

WHEREAS, the Board of Education of the School District and the Police Department agree that enhanced communication between these entities under a reciprocal reporting agreement would promote the safety and well-being of students and community residents; and

WHEREAS, the School District and the Police Department are authorized to enter into this agreement pursuant to the Illinois School Code, 105 ILCS 5/10-20.14, the Illinois Constitution, art. VII, §10(a) et seq., and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq..

NOW THEREFORE, the School District and the Police Department hereby agree as follows:

1. **ESTABLISHMENT OF A REPORTING SYSTEM.** The School District and the Police Department hereby enter into this Agreement to establish and maintain a reciprocal reporting system between the School District and the Police Department regarding juvenile and criminal offenses involving students.
2. **REPORTING AND INFORMATION SHARING.** The School District and the Police Department acknowledge and agree to act in good faith to comply with the reporting responsibilities and limitations set forth herein, and as required by applicable law.
3. **DESIGNATED REPRESENTATIVES.** The School District's Superintendent shall provide the Police Department's Chief of Police (the "Police Chief") with a list of administrators to be contacted, as needed, containing regular and emergency telephone numbers, and identifying the particular types of problems for which particular administrators are to be contacted. The administrators identified in the list shall be considered the "Appropriate School Official" for purposes of subsection 1-7(A) (8) of the Juvenile Court Act, 705 ILCS 405 /1-7 as amended, whom the School District has determined to have a legitimate educational or safety interest to protect the safety of students or employees in the \ school and aid in the proper rehabilitation of the child. The Police Chief will provide the Superintendent with a primary and two back-up contacts, who shall be considered the "Department Representatives".
4. **SCHOOL DISTRICT AUTHORITY TO REPORT STUDENT CRIMINAL ACTIVITY.** The Superintendent or School Principal, or their designee(s), may report any alleged or suspected criminal activities committed by a student enrolled in School District 135 (See 1996 Ill. Atty. Gen. Op. 96-040).
5. **SCHOOL DISTRICT DUTY TO REPORT STUDENT CRIMINAL ACTIVITY.** The School District, through its Superintendent and/or School Principal(s), or their designees, must report certain incidents involving firearms, drugs and attacks on school personnel, as set out below. When a report may be required of both the Superintendent and Principal, a single report from one or the other shall meet the duty to report.
 - (a) **School Superintendent.** The School Superintendent (or his/her designee) is to immediately report the following to the Police Department:
 - (i) **Firearms.** Any verified incident involving a firearm in a school or on school owned or leased property and on any transportation that is owned, leased or used by the school for its students or school personnel. See 105 ILCS 5/ 10 -27.1A(c), as amended.

- (ii) **Drugs.** Any verified incident involving drugs in a school or on school-owned or leased property or on any transportation that is owned, leased or used by the school for its students or school personnel. "Drugs" means "narcotic drug" as defined under subsection (aa) of Section 102 of the Illinois Controlled Substances Act, as amended [720 ILCS 570/102], "cannabis" as defined under Section 3 of the Cannabis Control Act, as amended [720 ILCS 550/3], or "methamphetamine" as defined under Section 10 of the Methamphetamine Control and Community Protection Act, as amended [720 ILCS 646/10]. See 105 ILCS 5/10-27.1B
- (b) **School Principal.** The School Principal (or his/her designee) is to immediately report the following to the Police Department:
- (i) **Firearms.** Upon receiving a report from any school staff or any other person that they have observed any person in possession of a firearm on school grounds, an immediate report of the incident must be made. If the person in possession of a firearm on school grounds is a student, the principal or his/her designee shall also immediately notify the student's parent or guardian. See 105 ILCS 5/10-27.1A(b), as amended.
 - (ii) **Attacks on School Personnel.** Upon receipt of a written complaint from any school personnel, the School (through the Superintendent, Principal, or either of their designee) shall report all incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel. See 105 ILCS 5/10-21.7, as amended.
 - (iii) **Cannabis, Illegal Drugs or Controlled Substances on or Near School Grounds.** Within 48 hours of becoming aware, a report of any violation of the Cannabis Control Act or the Methamphetamine Control and Community Protection Act or the Illinois Controlled Substances Act in a school, on school property, or within 1,000 feet of the school, or on any transportation used, owned or leased by the School District to transport students. See 105 ILCS 127/1, as amended.

6. SCHOOL DISTRICT RELEASE OF SCHOOL STUDENT RECORDS AND RECORD INFORMATION TO POLICE DEPARTMENT. School officials shall follow state and federal laws regarding school student records, which are considered confidential, and no school student records or information contained therein may be released, transferred or disclosed except with parental consent or as otherwise permitted by the Illinois School Student Records Act, 105 ILCS 10/1 et seq., as amended. The following exceptions permit the release of student records and information to the Police Department without parental consent:

- (a) **Prior to Adjudication of Student by Juvenile Court.** School districts can release student records and information to the Police Department, upon the request of the Police Department, when necessary for the discharge of their official police duties, prior to adjudication of the student and upon written certification from the Police Department that the information or records disclosed by the school will not be disclosed to any other party, except as provided by law or order of court. 105 ILCS 10/6; 20 U.C.S. 1232g(b)(1)(E), as amended. The Police Department hereby represents that its representatives will comply with this confidentiality requirement. This representation shall be deemed to constitute written certification by the Department, as required by ISSRA and FERPA, to acknowledge and agree to the Department's ongoing compliance with the confidentiality requirements related to receipt of student record information pursuant to this Agreement. The School District, in its discretion, may require separate written acknowledgement by the Department in conjunction with the receipt of specific student record information.
- (b) **Emergency Release of Information.** Records and information may be released to the Police Department if such information is needed by the Police Department to protect the health or safety of the student or other persons, provided that the parents are notified as soon as possible of the information released, the date of release, the fact that the information was shared with the Police Department, and the purpose of the release. The factors to be considered in determining whether an emergency exists requiring the release of student information include:
 - (i) **Degree of Threat.** Seriousness of threat to health/safety of student or others;
 - (ii) **Need.** Need for records to meet the emergency;
 - (iii) **Police Involvement.** Whether the Police Department is in a position to deal with the emergency; and
 - (iv) **Urgency.** Extent to which time is of the essence in dealing with the emergency. 105 ILCS 10/6, as amended; 23 IL. Admin. Code §375.60
- (c) **Law Enforcement Records Not School Records.** It is recognized that the information that is both created and maintained by law enforcement officers working in the school are not student records. 105 ILCS 10/2(d), as amended.
- (d) **Information Other Than Student Record Information.** With respect to information regarding students or former students of the School District that does not constitute student record information, the School may share such information with the Police Department to the extent not limited by other law.

7. POLICE DEPARTMENT TO SHARE LAW ENFORCEMENT RECORDS AND INFORMATION WITH SCHOOL DISTRICT. The Police Department will comply with applicable state and federal law in implementing these procedures. In furtherance of the information-sharing hereunder, a Department Representative may:

(a) **Students Under 18 Years Old.**

(i) **Juvenile Law Enforcement Records**

With respect to law enforcement records that relate to a minor who has been investigated, arrested, or taken into custody before his or her 18th birthday, provide copies to, or permit inspection and copying of those records by, the Appropriate School Official or Officials for students enrolled in the School District, **provided that the Police Department or officer believes that there is an imminent threat of physical harm to students, school personnel, or others.** Inspection and copying should be limited to law enforcement records transmitted to the Appropriate School Official or Officials concerning such students who, as minors, have been arrested or taken into custody for the following offenses (as this list may be amended by law):

- a. any violation of Article 24 of the Criminal Code of 1961, as amended;
- b. a violation of the Illinois Controlled Substance Act, as amended;
- c. a violation of the Cannabis Control Act, as amended;
- d. a violation of the Methamphetamine Control and Community Protection Act; as amended; and
- e. a forcible felony as defined in Section 2-8 of the Criminal Code of 1961, as amended;
- f. a violation of Section 1-2 of the Harassing and Obscene Communications Act, as amended;
- g. a violation of the Hazing Act, as amended; or
- h. a violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 12-3.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code of 1961, as amended.

The information derived from the juvenile law enforcement records shall be kept separate from and shall not become a part of the official school record of that child and shall not be a public record. The information shall be used solely by the Appropriate School Official or Officials to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school.

Any juvenile law enforcement record information provided to appropriate School Officials whom the school has determined to have a legitimate educational or safety interest by the Police Department about a minor who is the subject of a current police investigation that is directly related to school safety shall consist of oral information only, and not written law enforcement records, and shall be used solely by the Appropriate School

Official or Officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from the Police Department shall be kept separate from and shall not become a part of the official school record of the child and shall not be a public record.

- (ii) **Information Other than Juvenile Law Enforcement Records.** With respect to information related to minors that does not constitute juvenile law enforcement records information deriving therefrom, share such information with School Officials to the extent not limited by other law.

8. POLICE DEPARTMENT DUTY TO SHARE INFORMATION WITH SCHOOL DISTRICT.

- (a) **Report to School District That Student Has Been Detained.** The Police Department shall report to the School Principal of any school in the School District whenever a child enrolled in the school is detained for proceedings under the Juvenile Court Act of 1987, as amended, or for any criminal offense or violation of a municipal or county ordinance. This report shall include the basis for detaining the child, circumstances surrounding the events which led to the child's detention, and the status of proceedings. The report shall be updated as appropriate to notify the Principal of developments and the disposition of the matter. 105 ILCS 5/22-20, as amended.
- (b) **Records Regarding Student Detention.** Any information provided pursuant to this paragraph 8 must be kept separate from and not become a part of the official school record of a child. Such records are not a public record, and can be used solely by the Appropriate School Official or Officials to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school. 105 ILCS 5/22-20, as amended.

9. COOPERATION BETWEEN SCHOOL DISTRICT AND POLICE DEPARTMENT. Nothing in this policy and procedure is intended to limit or restrict the duty and authority of the School District to request police services for disturbances or other emergencies occurring in or around any of its school buildings, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information or otherwise cooperate in School District and law enforcement investigations, including but not limited to providing witness statements and testimony in juvenile or criminal adjudications, or in school discipline proceedings. This Agreement shall not be construed to restrict either the School District or the Police Department's authority provided under law to release information to the other, as such law may be amended from time to time.

IN WITNESS WHEREOF, the following officers have executed this Agreement this
13th day of November, 2023.

ORLAND PARK POLICE DEPARTMENT

15100 S. Ravinia Avenue
Orland Park, IL 60462

By: _____

Title: _____

SCHOOL DISTRICT 135

15100 S. 94th Avenue
Orland Park, IL 60462

By:  _____

Title: Board President _____

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number:	2023-0935
Orig. Department:	Police Department
File Name:	Reciprocal Reporting System/Law Enforcement Access to School District Digital Security Cameras and Buildings Intergovernmental Agreement (Amendment No.1) Between the Village of Orland Park and the Board of Education of Orland School District 135 - Agreement

BACKGROUND:

The Police Department is seeking to update the Reciprocal Reporting System Agreement between Orland School District 135 and the Orland Park Police Department. The Reciprocal Reporting System Agreement enhances cooperation and maintains compliance with the current Illinois Compiled Statutes including the Illinois School Code, Illinois School Records Act, the Juvenile Act and the Intergovernmental Cooperation Act.

BUDGET IMPACT:

None

REQUESTED ACTION:

I move to approve the Reciprocal Reporting System/Law Enforcement Access to School District Digital Security Cameras and Buildings Intergovernmental Agreement (Amendment No.1) between the Village of Orland Park and the Board of Education of Orland School District 135;

AND

Authorize the Village Manager or his designee, to execute the agreement upon approval of the Board.

AMENDMENT NO. 1

**TO THE
RECIPROCAL REPORTING SYSTEM AGREEMENT BETWEEN
THE ORLAND PARK POLICE DEPARTMENT
AND THE BOARD OF EDUCATION OF SCHOOL DISTRICT 135,
COOK COUNTY, ILLINOIS**

**LAW ENFORCEMENT ACCESS TO SCHOOL DISTRICT
DIGITAL SECURITY CAMERAS AND BUILDINGS**

WHEREAS, the **Orland Park School District No. 135, Cook County, Illinois** (“School District”) and the **Orland Park Police Department** (“Department”) are parties to an intergovernmental Reciprocal Reporting System Agreement with a term commencing November 13, 2023 (“Agreement”); and

WHEREAS, the School District and the Department recognize their shared responsibility to work together to promote public safety; and

WHEREAS, security cameras play a role in achieving this collective goal; and

WHEREAS, the School District and the Department recognize the value of a shared understanding of the use of security cameras to provide information sharing for public safety while respecting the legal rights and responsibilities of each partner and the privacy expectations of the public; and

WHEREAS, the Department is currently developing the capability to view remotely real time and recorded footage from security camera systems owned and operated by other public and private entities who voluntarily wish to share these views to promote public safety and aid First Responders during calls for service at their facilities or during emergencies; and

WHEREAS, the Department is working with a private vendor, FUSUS, in order to have all security camera systems owned and operated by other public and private entities who voluntarily wish to share these views to promote public safety and aid First Responders during calls for service at their facilities or during other emergencies available in one accessible location via the Cloud, which will lessen the burden on the School District to grant access to real time and recorded footage; and

WHEREAS, the School District and the Department desire to amend the Agreement to provide for limited access by the Department to the School District security camera live feed and recorded footage for school safety and security purposes; and

WHEREAS, the School District and the Department desire to amend the Agreement to further outline the parameters of Department access to District buildings for school safety and security purposes; and

WHEREAS, to the extent not expressly contradicted or superseded by the provisions herein, the parties intend the Reciprocal Reporting Agreement to remain in full force and effect.

NOW, THEREFORE, for good and sufficient consideration provided each to the other, the Agreement is hereby amended by adding the following provisions:

I. DEPARTMENT ACCESS TO SCHOOL DISTRICT SECURITY CAMERA SYSTEM THROUGH FUSUS

- A. Scope of Access to School District Digital Camera System Through FUSUS.** Provided the Village establishes and maintains an account for streaming access through FUSUS, the School District will take the steps necessary through registration with FUSUS to enable the Department to view, through the FUSUS system, real time feeds created by certain School District digital security cameras and recordings of those videos stored by FUSUS. This access through FUSUS will apply only to School District cameras located within the Department's jurisdiction and will not apply to any cameras on the exterior of any District buildings outside the Department's jurisdiction, or to cameras on school buses.
- B. Installation of Security Cameras.** The decision to install, operate and/or, maintain a security camera system on the School District's premises is the exclusive decision of the School District. The costs associated with the system, the components, the ownership, control of, and all recordings are governed by the laws, rules, and regulations that govern the School District. The Department may make technical suggestions to the School District to facilitate remote access but the Department assumes no liability for final selection of components by the District.
- C. Cost Allocation.** The School District shall acquire and be financially responsible for the cost of the FUSUS hardware appliances necessary in each connected campus location. The Department shall provide and be financially responsible for the ongoing streaming access costs and any corresponding licensing costs associated with the FUSUS system.
- D. Training.** All Department personnel involved in the use of FUSUS will be instructed in the technical and ethical parameters of appropriate use of this system and in the parameters set forth in this Amendment.
- E. Records of Access.** The Department shall maintain a record of all personnel who are authorized to remotely access a School District system and shall notify the School District in the event of a compromise or hacking of remote access software or compromise of its system. The Department will provide the School District with access to all audit logs giving the School District access to login and user history.

Unless School District permission was given in advance for specific live feed access, the Department shall promptly notify the Superintendent when the Department has accessed live feed from School District cameras. The notification

shall include the following information about the access to the live feed: (1) date, (2) time, (3) school building, (4) cameras utilized, (5) the personnel who accessed; and (6) the reason for the access. The School District also may independently audit the digital camera system login history, as available in the software.

- F. **Point of Contact.** The School District will provide the Department at least one point of contact, with a basic understanding of the School District's inventory and locations of surveillance cameras as may be required for video sharing. Typical configuration should take less than an hour and may require installation of additional hardware at School District location(s). The School District agrees that it will provide information needed by the Department for the system to operate; including but not limited to, camera make, model, IP address, and Camera and/or associated DVR/NVR login information.
- G. **Department's FUSUS Agreement.** The Department shall ensure that its agreement with FUSUS shall contain provisions that reflect the provisions set forth in this Amendment. Specifically, the Department's agreement with FUSUS must prohibit FUSUS from viewing, downloading, recording or disseminating any footage or recording from the School District's system without the express permission of the School District.

II. DEPARTMENT ACCESS TO SCHOOL DISTRICT SECURITY CAMERA SYSTEM THROUGH DIRECT LOGIN

- A. **Scope of Access to School District Digital Camera System Through Direct Login.** Subject to any applicable licensing restrictions, the School District shall provide to the Department the necessary login information in order to enable the Department to view real time video created by School District digital security cameras. This access through login will apply to School District cameras inside and on the exterior of the District's school building(s) located within the Department's jurisdiction and does not apply to any cameras in other buildings or on school buses.
- B. **Limited Viewing**
 - 1. **Authorized Viewers and Designated Devices.** Individuals authorized on behalf of the Department to view images created by the School District digital cameras shall be limited to (collectively, "*Authorized Viewers*"):
 - a. The Police Chief;
 - b. Police Department employees authorized by the Chief or, in the absence of the Chief, the Chief's designee; and
 - c. The Department's IT employees and IT contractors authorized by the Chief, or in the absence of the Chief, the Chief's designee.

The Authorized Viewers may log in to the School District's camera software only from designated Department computers or other electronic

devices meeting the School District's technical specifications and approved by the School District. The IP address of each Department device approved by the School District shall be registered in advance with the School District's Chief Information Officer. The Department shall test the login from all designated devices on a quarterly basis.

2. **Access to Live Feed.** The Department shall not permit any individual, including Authorized Viewers, to view on a routine basis the real time video (live feed) from the School District digital cameras. Authorized Viewers shall be permitted to view real time images created by the School District digital cameras *only* when:
 - a. An emergency call (e.g. 911 or otherwise) is made from or regarding the School;
 - b. Necessary or prudent, as determined by the Department, for the Department to deter or protect against an imminent and substantial threat that is likely to result in significant bodily harm or damage to School District property;
 - c. Requested by the Superintendent of the School District or Principal of the School;
 - d. Necessary or prudent for purposes of training for response to emergencies in the School District buildings, with advance notice of the date, time, and purpose to the School Principal or designee and written consent from the School Principal or designee; or
 - e. Consented to by the School District for investigative purposes.

Unless School District permission was given in advance for specific live feed access, the Department shall promptly notify the Superintendent when the Department has accessed live feed from School District cameras. The notification shall include the following information about the access to the live feed: (1) date, (2) time, (3) school building, (4) cameras utilized, (5) the personnel who accessed; and (6) the reason for the access. The School District also may independently audit the digital camera system login history, as available in the software.

3. **Access to Recorded Video and Images.** The Department shall not permit any individual, including Authorized Viewers, to view on a routine basis any recorded footage or images created by the School District's digital cameras. Authorized Viewers shall be permitted to view recorded footage or images created by the School District's digital cameras *only* in the circumstances listed above in Section II, par. B.2 as applicable to access to live feeds. However, as distinguished from access to live feeds, recorded video may, in some circumstances, constitute student records. Thus, except in the event of an emergency call or action to deter or protect against an

imminent and substantial threat (see Section II, par. B.2.a,b above), the Department shall obtain advance permission from the Superintendent in order to access recorded video footage or images.

Unless School District permission was given in advance for specific recorded video or image access, the Department shall promptly notify the Superintendent when the Department has accessed recorded video or images from School District's cameras. The notification shall include the following information about the access to the live feed: (1) date, (2) time, (3) school building, (4) cameras utilized, (5) the personnel who accessed; and (6) the reason for the access. The School District also may independently audit the digital camera system login history, as available in the software.

C. Limited Download and Retention.

1. The Department will not download, record, scrape, screenshot, or otherwise preserve any live feed.
2. If the Department has authority under this Amendment to view recorded footage or images for viewing and has obtained any required advance approval for such viewing access under the above Section II, par. B.3, the Department may further request permission from the School District [*Chief Information Officer*] to download such recorded footage or images. The Department will not download, record, scrape, screenshot or otherwise preserve any recorded footage or images without such advanced permission or production of a court order. If the permission to download or otherwise preserve recorded footage or images is granted by the School District pursuant to the Reciprocal Reporting provisions of the Agreement, the Department's use of such records shall comply with the restrictions of those provisions.
3. Except as may be required by law, recorded footage downloaded or otherwise preserved by the Department shall not be released, displayed, or disseminated by the Department to any third parties, or to any employees or agents of the Department who do not have a law enforcement purpose for such access. The Department shall not retain any recordings or preserve recorded footage or images beyond the retention period for documents that are part of an actual or reasonably contemplated police investigation into actual or suspected criminal activity.

- D. *Freedom of Information Act.*** If the Department receives a *Freedom of Information Act* request for any images or video in its possession obtained from the School District or created or derived from School District digital security camera images or recordings, the Department shall immediately notify the School District and work in good faith with the School District before responding to the *Freedom of Information Act* request to ensure legal and personal privacy of individuals is

preserved to the extent allowed by law.

E. School Student Records

1. The images created on the School District's digital cameras are created for security purposes and are therefore not routinely classified as school student records as defined by Section 2 of the *Illinois School Student Records Act*, 105 ILCS 10/2, and Section 375.10 of Title 23 of the Illinois Administrative Regulations, 23 ILADC 375.10, and as interpreted by the U.S. Department of Education under the *Family Educational Rights and Privacy Act*, 20 U.S.C. 1232g. Such images may, however, become school student records, such as if subsequently used by the School District in a student disciplinary matter or for other official purposes.
2. The School District shall notify the Police Chief of any recordings that become school student records or otherwise mark such recordings as student records prior to authorizing Department access. The Department shall, if requested by the School District and permitted by law, erase any images the Department has retained that have become school student records, unless such images are part of an active or reasonably contemplated police investigation into actual or suspected criminal activity.
3. Any images the Department maintains that have become school student records must be kept strictly confidential and only disclosed:
 - a. With prior written approval of the Superintendent of the School District or the Superintendent's designee;
 - b. In the case of an emergency as defined in Section 375.60 of Title 23 of the Illinois Administrative Regulations, 23 ILADC 375.60; or
 - c. In good faith consultation with the Superintendent of the School District or the Superintendent's designee and in accordance with the *Illinois School Student Records Act*. 105 ILCS 10/6.

III. **ACCESS TO SCHOOL DISTRICT BUILDINGS**

- A. Department Possession of Building Keys.** The School District will provide to the Department sufficient copies of a master key (physical or electronic) to the School District buildings to enable the Department to have one key carried in each squad car. The Department will not make further copies of the keys. The Department will routinely account for all copies of the keys and immediately notify the School District if any key is lost, unaccounted for, or damaged. The Department will return the keys to the School District upon request.

B. Department Access to School Buildings. The Department may use the master keys provided by the School District to respond to emergencies at any School building or to enter the building for scheduled training exercises approved in writing in advance by the School Principal or designee. The Department will not use the keys for entry into the any School building as part of routine patrol or other purposes not outlined herein.

IV. **TERMINATION**

Either party may terminate this Amendment or any Section thereof at any time upon ten (10) days' written notice.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the day and year this Amendment is fully executed by both Parties.

**BOARD OF EDUCATION OF
ORLAND PARK SCHOOL
DISTRICT NO. 135
COOK COUNTY, ILLINOIS**

**ORLAND PARK POLICE DEPARTMENT
COOK COUNTY, ILLINOIS**

By: 
Title Board President

By: _____
Title

Date: November 13, 2023

Date: _____

Attest: 
Title Board Secretary

Attest: _____
Title

Date: November 13, 2023

Date: _____

FOIA NOTICE: The School District and Department agree that this Amendment No. 1 constitutes security measures and response policy/procedures designed to prevent or respond to potential threats or attacks constituting a clear and present danger to the school community. As such, these protocols may be withheld from disclosure in response to a FOIA request pursuant to 5 ILCS 140/7(1)(v) and other applicable provisions, and each Party agree to withhold these protocols from FOIA responses unless directed otherwise by the Attorney General or a court or with consent of the other Party.

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number: **2023-0958**
Orig. Department: **Public Works Department**
File Name: **Caterpillar Generator Purchase for Elevated Tank # 8 - Purchase**

BACKGROUND:

On November 21, 2022, the Village Board approved a contract with Era-Valdivia Contractors to complete the restoration of Elevated Tank # 10, located at 15800 88th Avenue, and Elevated Tank # 8, located at 15501 Park station Blvd.

Era-Valdivia Contractors was able to complete the restoration of Elevated Tank #10 by the contract deadline, but submitted an unrealistic schedule to complete Elevated Tank #8. Therefore, on September 5, 2023 the Board approved the cancelation of Elevated Tank #8 from Era-Valdivia Contractors' contract with the Village.

Part of the scope for both tanks included an emergency backup generator. The generator required to meet our needs at Elevated Tank #8 requires a large sixty (60) KW Diesel Generator. Staff was notified by Altofer of Addison, Illinois, that the generator was delivered for this project. Due to the long lead time for manufacturing and delivery of this size generator, staff recommends taking possession of the generator to be installed by the contractor selected to complete Elevated Tank #8 in the spring to avoid any delays.

BUDGET IMPACT:

Funds for one (1) Caterpillar 60KW Generator is available in the FY 2023 budget and are available in 5008150-570600.

REQUESTED ACTION:

I move to approve the purchase of one (1) Caterpillar Generator for an amount not to exceed of \$36,414.00 from Altofer, of Addison, Illinois.

ALTORFER301 S Mitchell Ct
Addison, IL 60101
630-279-4400**Bill To:**NAPA IBS-VLG ORLAND PARK
VILLAGE OF ORLAND PARK
ATTN: ACCOUNTS PAYABLE
15655 S. RAVINIA AVENUE
ORLAND PARK IL 60462**Ship To:**ORLAND PARK WATER TOWER 8
15501 PARK STATION BOULEVARD
ORLAND PARK, IL 60462**ORIGINAL INVOICE****INVOICE NUMBER** E16605012
Invoice Date 11/13/2023
Total Due \$ 36,414.00

Terms	DUE UPON RECEIPT
Make	IM
Model	IMACS
Serial #	51534X
Machine ID	51534X
Equipment #	
Meter Reading	.
Document #	E16605

TO VIEW AND PAY ONLINE: <https://altorfer.billtrust.com>
USING THIS TOKEN: XVL SWM WBF**PLEASE REMIT TO:**
ALTORFER INDUSTRIES, INC.
PO Box 809239
Chicago, IL 60680-9201

Page 1 of 1

Customer #	Customer PO #	Doc Date	Sales Representative	Division	Store	Account Status
2795000	OE2018162	08/29/2023	052	C	6A	1

52 - MH

CONTACT: KEN DADO

TAX EXEMPTION # E99981807

EQUIPMENT SALE

ID NO: 51534X

36414.00

CATERPILLAR

MODEL C4.4

1.0

ID NO: 51534A

SERIAL NO: T9400262

PIN: *CAT00D60ET9400262*

FOR SUPPLY OF ONE (1) CATERPILLAR 60KW OUTDOOR
DIESEL GENERATOR WITH SOUND ATTENUATED ENCLOSURE,
138 GALLON TANK, AND ONE (1) ASCO 104A - 480V
3P OPEN TRANSITION AUTOMATIC TRANSFER SWITCH.

** INVOICE TO CHANGE SOLD TO CUSTOMER **

TOTAL AMOUNT DUE**\$ 36,414.00**THIS INVOICE AND ALL DOCUMENTS AND TRANSACTIONS RELATED THERETO ARE GOVERNED BY THE TERMS AND CONDITIONS AVAILABLE AT WWW.ALTORFER.COM/TERMS/ (AS REVISED FROM TIME TO TIME, THE "TERMS"), WHICH ARE INCORPORATED BY REFERENCE. ACCEPTANCE OF GOOD OR SERVICES ASSOCIATED WITH THIS INVOICE, OR PAYMENT THEREOF, CONSTITUTES ACCEPTANCE OF AND AGREEMENT TO THE TERMS. A HARD COPY OF THE TERMS IS AVAILABLE UPON REQUEST.

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number: **2023-0942**
Orig. Department: **Police Department**
File Name: **A Resolution Authorizing the Execution of an Intergovernmental Agreement with the Village of Orland Hills Providing for Police Dispatching and Prisoner Detention Services - Resolution**

BACKGROUND:

The Village of Orland Park has been providing dispatch and detention services for the Village of Orland Hills for over thirty years. The Village has found this very beneficial for many reasons but most importantly for the cooperation between our two police departments leading to more effective and efficient law enforcement services for both communities.

This agenda item is being considered by the Committee of the Whole and the Village Board of Trustees on the same night.

BUDGET IMPACT:

Anticipated revenue is as follows:

January 1, 2024 to December 31, 2024-total \$251,304.00 (12 monthly payments of \$20,942.00) plus Orland Hills share of 911 Funds-Estimated to be \$378,000 for an estimated 7,000 phone lines.

January 1, 2025 to December 31, 2025-total \$258,843.12 (12 monthly payments of \$21,570.26) plus Orland Hills share of 911 Funds-Estimated to be \$378,000 for an estimated 7,000 phone lines.

January 1, 2026 to December 31, 2026-total \$266,608.41 (12 monthly payments of \$22,217.36) plus Orland Hills share of 911 Funds-Estimated to be \$378,000 for an estimated 7,000 phone lines.

January 1, 2027 to September 30, 2027-total \$205,954.92 (9 monthly payments of \$22,883.88) plus Orland Hills share of 911 Funds-Estimated to be \$283,500 for an estimated 7,000 phone lines.

REQUESTED ACTION:

I move to pass a Resolution entitled: A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF ORLAND HILLS PROVIDING FOR POLICE DISPATCHING AND PRISONER DETENTION SERVICES.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ORLAND
PARK AND THE VILLAGE OF ORLAND HILLS PROVIDING FOR POLICE
DISPATCHING AND PRISONER DETENTION SERVICES**

WHEREAS, the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois home rule municipal corporation, and the VILLAGE OF ORLAND HILLS, Cook County, Illinois, an Illinois municipal corporation, have each determined that it is mutually beneficial to both municipalities that centralized police dispatching and prisoner detention services as previously established be continued for an additional four (4) years under the following described terms and conditions; and

WHEREAS, centralized police dispatching and prisoner detention services as herein established can efficiently and economically serve the needs of both Villages; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine, or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE COVENANTS AND AGREEMENTS HEREIN SET FORTH, IT IS HEREBY AGREED by and between the VILLAGE OF ORLAND PARK and the VILLAGE OF ORLAND HILLS as follows:

The above Preambles shall be incorporated in and constitute a part of this Agreement.

1. This Agreement shall be for a term commencing on October 1, 2023, and extending through September 30, 2027, unless sooner terminated as hereinafter provided.

2. The VILLAGE OF ORLAND PARK (hereinafter "ORLAND PARK") shall provide police dispatching and prisoner detention services for the VILLAGE OF ORLAND HILLS (hereinafter "ORLAND HILLS") under the following terms and conditions:

(1) On a twenty-four hour a day basis for each and every day of this Agreement,

ORLAND PARK shall:

- (a) Provide police dispatching services for the ORLAND HILLS Police Department;
- (b) Answer one (1) ORLAND HILLS Police Private line for the walk-up telephone located at the ORLAND HILLS Police Department;
- (c) Make available a prisoner detention facility within the ORLAND PARK Police Department; and
- (d) Make available a police Matron to facilitate detention of females by ORLAND HILLS Police Department within the ORLAND PARK Police Department detention facility.
- (e) Once per month (on the first Tuesday of every month unless mutually agreed otherwise between the parties) a representative of the ORLAND PARK Police Department (the Chief or his/her designee) shall meet with a representative of the ORLAND HILLS Police Department (the Chief or his/her designee) to discuss issues arising out of or in connection with this Agreement.

- (2) In addition, ORLAND PARK shall supply entry and forwarding of L.E.A.D.S. data, excluding Uniform Crime Reporting.
- (3) In consideration of the foregoing, ORLAND HILLS shall:
- (a) Continue to transfer its total monthly 911 telephone surcharge to ORLAND PARK;
 - (b) Pay ORLAND PARK for said services in the following manner:
 - (i) For each twelve (12) month period commencing January 2024 and extending through the term of this agreement, the sum of \$251,304.00("sum") in twelve (12) equal monthly payments of \$20,942.00, plus ORLAND HILLS' share of 911 funds. Each year thereafter, the sum will increase by 3%
 - (c) Furnish at its cost all telephonic charges required to implement and maintain the services under this Agreement.
 - (d) Supply at its cost all other equipment necessary to cause the aforesaid circuit to be compatible with ORLAND PARK'S existing dispatching equipment.
 - (e) Pay monthly billings for the aforementioned telephone circuits which shall be billed directly to ORLAND HILLS.
 - (f) At its cost, cause its officers to participate in training classes and require its officers to comply with all ORLAND PARK Dispatch Procedures and Rules and Regulations concerning the operation of the ORLAND PARK Police Department.
 - (g) Require that all prisoners lodged by its officers in the ORLAND PARK Police Department detention facility be processed by ORLAND HILLS

Officers in compliance with all standards established by the Illinois Department of Corrections and ORLAND PARK Police Department's General and Special Orders.

- (h) Secure and maintain the appropriate approvals from the F.C.C. and shall list ORLAND PARK as the dispatching location.
- (i) Obtain and maintain any and all other approvals from any law enforcement jurisdiction or agencies, public or private, which may be necessary for the performance of this Agreement.
- (j) Once per month (on the first Tuesday of every month unless mutually agreed otherwise between the parties) a representative of the ORLAND HILLS Police Department (the Chief or his/her designee) shall meet with a representative of the ORLAND PARK Police Department (the Chief or his/her designee) to discuss issues arising out of or in connection with this Agreement.

3. This Agreement may be amended or changed only by the mutual written agreement of the parties hereto.

4. This Agreement shall continue in effect for the specified term ending at midnight, September 30, 2027, provided, however, that either party to this Agreement may terminate this Agreement upon ninety (90) days' prior written notice to the other party by Certified Mail, return receipt requested. The 90-day period may be extended by mutual written agreement of the parties. Service shall be considered as having occurred upon the notice's deposit with the United States Postal Service, proper postage prepaid. Said notice shall be served at the following addresses:

For notice to ORLAND PARK:

Village Manager
Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462

For notice to ORLAND HILLS:

Village Administrator
Village of Orland Hills
16033 South 94th Avenue
Orland Hills, Illinois 60477-4623

5. This Agreement may be extended only by the mutual written Agreement of the parties hereto.

6. ORLAND PARK agrees to use its best effort to transmit messages to ORLAND HILLS, but shall not be responsible for failure to transmit said messages due to damage to its equipment caused by acts of sabotage, vandalism or natural disaster or because demand for its services due to emergency calls related to other governmental agencies. ORLAND HILLS recognizes and acknowledges that said ORLAND PARK Communications Center will be performing the same or similar services as herein described for ORLAND PARK and for other governmental agencies and ORLAND PARK alone will make the determination as to priority of emergency matters. However, the determination of the priority of emergency matters shall not be done in an arbitrary or capricious manner.

7. A. ORLAND HILLS hereby agrees at its sole cost and expense, to unconditionally indemnify, defend, and hold ORLAND PARK and/or its trustees, officers, employees and agents (whether sued in their official or individual capacity) harmless against any loss, liability, damage (whether direct or consequential), expenses, claims, penalties, fines, injunctions, suits, proceedings, disbursements

or expenses, including, without limitation, attorneys' and experts' fees and disbursements and court costs (collectively, the "Liabilities"), in any way arising out of or in consequence of this Agreement, or any other Liabilities which may be incurred by or asserted against ORLAND PARK and/or its trustees, officers, employees and agents directly or indirectly resulting from ORLAND HILLS' presence on or use of ORLAND PARK'S property, equipment and facilities and/or the services to be provided by ORLAND PARK as set forth in Paragraph 3 above.

ORLAND HILLS shall assume the expense of defending all suits, claims, administrative proceedings and disputes of any description and kind with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under this Agreement. In the event that ORLAND PARK and/or its trustees, officers, employees and/or agents are named as (a) defendant(s) in any lawsuit, proceeding or claim arising out of the matters to be indemnified under this Agreement, and to the extent that insurance company(ies) for ORLAND HILLS (on whose policies ORLAND PARK will be named as additional insured as set forth in subparagraph 8C below) does not provide ORLAND PARK and/or its trustees, officers, employees and/or agents with a complete defense to all the claims made or Counts asserted, or if the insurance company(ies) defend(s) ORLAND PARK and/or its trustees, officers, employees and/or agents under a reservation of rights or otherwise places a limitation on its coverage for ORLAND PARK and/or its trustees, officers, employees and/or agents, or if a claim is made for more than the policy limits, then ORLAND

PARK and/or its trustees, officers, employees and/or agents shall also have the right to participate in the defense of the lawsuit, proceeding or claim and shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, and the costs, expenses and fees associated with said attorney(s) in relation to said lawsuit shall be paid by ORLAND HILLS pursuant to the indemnification provisions herein. ORLAND HILLS shall pay, promptly upon entry, any nonappealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this Agreement and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified under this Agreement. In the event that such payment is not made, ORLAND PARK, at its sole discretion, may proceed to file suit against ORLAND HILLS to compel such payment. ORLAND HILLS also agrees that it will not settle or compromise such action, suit or proceeding without ORLAND PARK's prior written consent, which consent shall not be unreasonably withheld.

The obligations of ORLAND HILLS under this Paragraph 8 shall remain in full force and shall not be impaired by the expiration or termination of this Agreement. In any pending or threatened litigation, contest, dispute, suit or proceeding (whether instituted by either Village) in any way relating to this Agreement and the indemnification described herein, or to enforce the indemnification described herein, or to enforce the indemnification or obligations hereunder, ORLAND PARK shall have the right to retain counsel of its own choice for advice or other representation without affecting or otherwise impairing

the indemnification hereunder and all Liabilities arising from such service shall be payable by ORLAND HILLS within 30 days of demand.

Notwithstanding the foregoing, nothing in this paragraph or Agreement should be construed as an effort on or by ORLAND PARK and/or its trustees, officers, employees and/or agents to be indemnified for liability to the extent not permitted by law.

- B. ORLAND HILLS agrees to waive all claims against ORLAND PARK and/or its trustees, officers, employees and/or agents, for any loss, damage, injury or occurrence in any way arising out of or in consequence of this Agreement, including but not limited to any claim for Contributions under 740 ILCS 100/0.01, et seq.
- C. ORLAND HILLS, at its cost, shall provide and maintain during the term hereof general liability insurance, personal injury and property damage insurance in the amount of not less than ONE MILLION (\$1,000,000) DOLLARS with insurance companies acceptable to ORLAND PARK. Certificates evidencing such insurance shall be deposited with ORLAND PARK. Also, ORLAND PARK and/or its trustees, officers, employees and/or agents shall be named as additional insureds on all of ORLAND HILLS' insurance policies, basic and umbrella, covering potential risks and Liabilities arising from this Agreement even though said policies may exceed the ONE MILLION (\$1,000,000) DOLLAR minimum coverage required above. It is not the intent of this requirement that ORLAND HILLS obtain insurance in excess of ONE MILLION (\$1,000,000) DOLLARS, but it is the intent to provide ORLAND PARK and/or its trustees, officers,

employees and/or agents with the excess coverage in the event ORLAND HILLS has the excess coverage. ORLAND PARK shall be provided with a Certificate(s) of Insurance indicating the foregoing coverages, including any umbrella coverage when applicable.

D. ORLAND HILLS promises to hold ORLAND PARK and/or its trustees, officers, employees and/or agents, harmless on account of any loss, claim, liability or damages, including attorneys' fees, that may allegedly occur as a result of the death or bodily injury to persons or damaged property during the performance or resulting from the performance of this Agreement; and ORLAND HILLS assumes all liability for damages to persons or property due to accidents or otherwise by reason of the obligations undertaken by ORLAND PARK under this Agreement.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority vested in each municipal corporation according to law and pursuant to duly enacted ordinances or resolutions of their corporate authorities respectively, have hereunto caused this Agreement to be signed by its duly authorized officers and the corporate seals to be properly affixed thereto.

DATED this ____ day of _____, 2023.

VILLAGE OF ORLAND PARK

By: _____
Village President or Designee

ATTEST:

Village Clerk

VILLAGE OF ORLAND HILLS

By: _____
Village President or Designee

ATTEST:

Village Clerk

..Title

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF ORLAND HILLS PROVIDING FOR POLICE DISPATCHING AND PRISONER DETENTION SERVICES

.. Body

WHEREAS, the President and Board of Trustees of the Village of Orland Park, along with the President and Board of Trustees of the Village of Orland Hills, believe that it would be in the best interests of both Villages to enter into an Intergovernmental Agreement providing for the continuation of centralized police dispatching and prisoner detention services for the term October 1, 2023, through September 30, 2027.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1

The Village President and Village Clerk are hereby authorized and directed to execute, on behalf of the Village, INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND THE VILLAGE OF ORLAND HILLS PROVIDING FOR POLICE DISPATCHING AND PRISONER DETENTION SERVICES, in a form substantially as that attached to this Resolution as Exhibit A, and to take such further action as is necessary to fulfill the terms of said Agreement.

SECTION 2

This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number: **2023-0984**
Orig. Department: **Development Services Department**
File Name: **Voda Car Wash 7648 159th Street - Class 7c Renewal Resolution**

BACKGROUND:

Voda Car Wash of Orland Park is requesting a resolution supporting the renewal of a Cook County Class 7c property tax incentive for the property located at 7648 West 159th Street. The Cook County Board of Commissioners adopted the Class 7C Commercial Urban Relief Eligibility incentive in 2014, aiming to encourage real estate development in the region. The incentive is intended to encourage commercial projects which would not be economically feasible without assistance.

The five-year incentive applies to all newly constructed buildings or other structures, including the land upon which they are situated; the utilization of vacant structures abandoned for at least twelve (12) months, including the land upon which they are situated; or all buildings and other structures which are substantially rehabilitated to the extent such rehabilitation has added to their value, including qualified land related to the rehabilitation.

Projects which qualify for the Class 7c incentive will receive a reduced assessment level of 10% of the fair market value for the first three (3) years, 15% for the fourth year, and 20% for the fifth year. Without the incentive, the commercial property would normally be assessed at 25% of its market value.

The Class 7c incentive may be renewed during the last year in which a property is entitled to a 10% assessment level or when the incentive is still applied at the 15% or 20% assessment level. A renewal application must be filed, along with a certified copy of a resolution or ordinance adopted by the municipality in which the real estate is located. The number of renewal period requests is limited to one (1).

The subject property consists of a 4,983 square foot car wash. The original Class 7c incentive was passed by the Village Board of Trustees on December 7, 2021.

Representatives for Voda Car Wash of Orland Park have submitted the renewal application to the Cook County Assessor and have provided a copy to the Village of Orland Park. The application is attached.

BUDGET IMPACT:

REQUESTED ACTION:

I move to adopt a Resolution entitled: A RESOLUTION SUPPORTING AND CONSENTING TO RENEWAL OF THE COOK COUNTY CLASS 7C REAL ESTATE TAX ASSESSMENT CLASSIFICATION FOR THE PROPERTY LOCATED AT 7648 W. 159th STREET IN THE VILLAGE OF ORLAND PARK.

COOK COUNTY ASSESSOR
FRITZ KAEGI



COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.3352
WWW.COOKCOUNTYASSESSOR.COM

November 15, 2023

M GROUP LLC
10911 ROYAL OAKS LN
ORLAND PARK, IL 60467

Control #: 7C0075
Applicant: M Group LLC (Original Applicant)
PIN: 27-13-308-062-0000 159
Property Address: 7648 W. 169th Street, Orland Park

RE: 2023 Renewal for 7c Incentive Properties

Please be informed that this property is eligible to file a Renewal Application for the Class 7c Incentive on the above referenced property. The property has a start year of 2021. Unless renewed, the assessment level for the portion of the property subject to the Class 7C Incentive will increase from 10% to 15% for the 2024 assessment year.

In order to renew your Incentive you must do the following:

1. Complete the enclosed renewal application no later than **December 31, 2023**. **No application will be accepted or effective if filed after December 31, 2023.**
2. Contact your local municipality immediately to request a municipal ordinance approving renewal of the Incentive. The new ordinance must reference the original ordinance, including the original resolution number that approved the initial term of the Incentive. **The application (and application fee) can be filed without the resolution, BUT, it must be present in order to renew the Incentive.**
3. **Return application, Municipal Resolution** (if available), and the **\$500 application fee** (*payable to the Cook County Assessor*) to:

Cook County Assessor's Office
Incentives Department (7c Renewal)
118 North Clark Street, Room 301
Chicago, Illinois 60602

Failure to meet the deadline may result in the loss of your opportunity to renew for 2023.

If you have any questions or if you need any additional assistance, please email: Ira.Horwitz@cookcountyil.gov

Sincerely,

Ira Horwitz
Incentives Department

****Please disregard this notice if you have already submitted your application****



CLASS 6B/7/8
RENEWAL APPLICATION

Control Number

7C0075

A certified copy of the resolution or ordinance obtained from the municipality in which the real estate is located, or from the Cook County Board of Commissioners if located in an unincorporated area, must accompany this Renewal Application. This application, resolution and a filing fee of \$500.00 must be filed. For assistance in preparing this Renewal Application, please contact the Cook County Assessor's Office Development Incentives Department at (312) 603-7529.

I. Identification of Applicant

Name: Drago Glavac Telephone: (708) 227-5760
Address: 7648 W. 159th Street
City, State: Orland Park, IL Zip Code: 60462
Email Address: dglavac@comcast.net

Agent/Representative (if any)

Name: Crane and Norcross Telephone: (312) 726-9161 ext. 2230
Address: Two North LaSalle Street, Suite 900
City, State: Chicago, IL Zip Code: 60602-4059
Email Address: shouldice@craneandnorcross.com

II. Description of Subject Property

Street address: 7648 W. 159th Street
City, State: Orland Park, IL Zip Code: 60462
Permanent Real Estate Index Number (s):
27-13-308-062-0000

Township: Orland Park

I, Drago Glavac the undersigned, certify that I have read this Renewal Application and that the statements set forth in this Renewal Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

Drago K. Glavac
Signature

12-4-2023
Date

Drago Glavac
Print Name

Owner
Title

02/10/2020

III. Identification of Persons or Entities Having an Interest

Attach a current and complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

IV. Property Use

Attach a current and detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

If there have been any changes from the original application, include current copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

V. Nature of Development

Indicate the nature of the original development receiving the Class 6B/7/8 designation

New Construction

Substantial Rehabilitation

Occupation of Abandoned Property - No Special Circumstance

Occupation of Abandoned Property - With Special Circumstance

VI. Employment

How many permanent full-time and part-time employees do you now employ?

On-Site: Full-time: 5 Part-time: 6

In Cook County: Full-time: 5 Part-time: 6

VII. Local Approval

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this renewal. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B/7/8 Renewal and has determined that the industrial use of the property is necessary and beneficial to the local economy.



**Voda Express Car Wash
7648 West 159th Street
Orland Park, IL 60462
708-407-8931**

12/5/23

Village of Orland Park Development Services
14700 South Ravinia Avenue
Orland Park, IL 60462

Ed Lelo,

We received a request from the Cook County Assessor's office to obtain a certified copy of the resolution from Orland Park for the purpose of renewing our Class 7C incentive for M Group LLC for the parcel 28-17-401-027-0000 at Voda Express Car Wash located at 7648 West 159th Street, Orland Park IL 60462.

Please see the attached Class 7c renewal letter from the Cook County Assessor's Office, Control number 7C0075 requiring a certified copy of the resolution from Orland Park. Please note that the ordinance or resolution must expressly state that the municipality supports the Class 7C renewal and has determined that the industrial use of the property is necessary and beneficial to the local economy.

This incentive allowed us to redevelop blighted property which incurred a substantial development expense. The project allowed for business attraction to the community along with increased value to the surrounding community. We attract substantial employment opportunities and job creation. Please support us by providing a certified copy of the resolution. Please note the deadline date for the filing is **December 31, 2023**.

This incentive is crucial to our business success and we sincerely appreciate your time and efforts to provide the resolution. As Orland Park residents, we are very proud to have the opportunity to build a business to add value to the community and create employment opportunities.

Sincerely,

Beth and Drago Glavac

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number: **2023-0992**
Orig. Department: **Development Services Department**
File Name: **Land Development Code - Substantive Amendment: Change Public Hearing Notice Mailing Requirements**

BACKGROUND:

AMENDMENT SUMMARY SECTION 5-101.G.2.b

Amend the language to eliminate the certified mail mandate for public hearing notifications and replace it with the use of first-class mail.

AMENDMENT EXPLANATION

The goal of this amendment is to change the notification requirements for public hearings to better inform property owners within 300' of a development change. The objective of changing this requirement is to reduce the time and cost burden on applicants who are sending out public hearing notices. Our current process is to have applicants send out certified mail to all property owners within 300' of a proposed development change and sign an affidavit prior to the public hearing for the case.

Due to the rising costs associated with certified mail, priced at \$8.10 per envelope, and that certified mail cards often go unsigned at the post office, we are proposing to change the process to require first class mail to be sent in place of certified mail. First class mail costs \$0.66 per envelope and does not require a signature from each property owner, meaning that less mail will end up unsigned at the post office and more neighbors will be notified of the proposed request.

In addition to sending out first class mail, the applicant will be required to obtain a certificate of mailing receipt from the post office. The certificate of mailing receipt proves that the notification letters were sent out in a timely manner in accordance with the Illinois State Statute for public hearing notices. The affidavit for the public hearing notice must still be signed and notarized prior to the Plan Commission meeting.

Finally, the applicant must provide a list of addresses located within the 300' notification radius. This step identifies the property owners obligated to receive a notification letter.

This amendment seeks to change public hearing notifications for property owners within a 300' radius of the proposed requests by transitioning from certified mail to first class mail with additional documentation. This change not only reduces financial and logistical burdens on applicants but also mitigates the risk of mail going unsigned at the post office. The additional requirement of a certificate of mailing receipt and an address list within the notification buffer further ensures a timely and effective notification process. The proposed amendment complies with the Illinois Statute for public hearing notifications.

On December 18, this item was reviewed by the Committee of the Whole, recommended for approval, and referred to the Village Board of Trustees for consideration.

BUDGET IMPACT:**REQUESTED ACTION:**

I move to approve case number 2023-0992, also known as Substantive Amendment: Change Public Hearing Notice Mailing Requirements;

AND

I move to adopt an Ordinance entitled: AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE VILLAGE OF ORLAND PARK, AS AMENDED.

THIS PART IS FOR REFERENCE ONLY (NOT NECESSARY TO BE READ)

I move to approve the Land Development Code Amendments for Section 5-101.G.2.b as presented in the attached amendment report titled "11/07/23 Land Development Code Amendments" dated November 3, 2023.

MAYOR

Keith Pekau

VILLAGE CLERK

Patrick R. O’Sullivan

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
orlandpark.org



**ORLAND
PARK**

DEVELOPMENT SERVICES

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Sean Kampas

Brian J. Riordan

Joni J. Radaszewski

Amendment Report to the Board of Trustees

Project: 11/7/23 and 11/21/2023 Land Development Code Amendments

Prepared By: Development Services Department

SUBSTANTIVE AMENDMENT: CHANGE PUBLIC HEARING NOTICE MAILING REQUIREMENTS

AMENDMENT SUMMARY

SECTION 5-101.G.2.b

Amend the language to eliminate the certified mail mandate for public hearing notifications and replace it with the use of first-class mail.

AMENDMENT EXPLANATION

The goal of this amendment is to change the notification requirements for public hearings to better inform property owners within 300’ of a development change. The objective of changing this requirement is to reduce the time and cost burden on applicants who are sending out public hearing notices. Our current process is to have applicants send out certified mail to all property owners within 300’ of a proposed development change and sign an affidavit prior to the public hearing for the case.

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In addition to sending out first class mail, the applicant will be required to obtain a certificate of mailing receipt from the post office. The certificate of mailing receipt proves that the notification letters were sent out in a timely manner in accordance with the Illinois State Statute for public hearing notices. The affidavit for the public hearing notice must still be signed and notarized prior to the Plan Commission meeting.

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This amendment seeks to change public hearing notifications for property owners within a 300’ radius of the proposed requests by transitioning from certified mail to first class mail with additional documentation. This change not only reduces financial and logistical burdens on applicants but also mitigates the risk of mail going unsigned at the post office. The additional requirement of a certificate of mailing receipt and an address list within the notification buffer further ensures a timely and effective notification process. The proposed amendment complies with the Illinois Statute for public hearing notifications.

PLAN COMMISSION RECOMMENDATION As presented.

PROPOSED AMENDMENT TEXT

SECTION 5-101.G.2.b Notification Requirements.

...

2. It is the petitioner's/applicant's responsibility to send a copy of the notice by **certified first-class** mail ~~with return receipt requested~~ to each of the owners of record of adjacent properties and within 300 feet of any property upon which development is proposed. ~~The petitioner/ applicant must also retain the certified mail receipts for a period of no less than seven (7) years from the final Village Board action on the proposal.~~

...

5. It is the petitioner's/applicant's responsibility to submit a notarized affidavit, **list of addressed to be notified, and a certificate of mailing from the United States Post Office** to staff prior to or at the Plan Commission meeting confirming that all requirements listed above have been met.

...

SUBSTANTIVE AMENDMENT: REMOVE NET BUILDABLE ACRES FROM DENSITY CALCULATION

AMENDMENT SUMMARY

SECTION 2-102

Amend regulations to remove net buildable acres from the Land Development Code (LDC).

AMENDMENT EXPLANATION

The goal of this amendment is to change the calculation method for density with an objective of eliminating unnecessary obstacles to residential development.

Currently, density is calculated based on net buildable acres, which deducts certain areas like utility easements, parks, and wetlands from a subject site's overall density. This method makes it cumbersome for developers dealing with limited available land and additional land use restrictions to understand the development potential prior to spending thousands of dollars preparing a proposal package and petitioning the village for an entitlement approval.

This amendment is proposed because of an increase in rainfall data and MWRD requirements has resulted in stricter stormwater mitigation standards. Conceptual plans for developments, particularly those with stormwater management needs or on-site wetlands, are consistently rejected for being too dense after a significant amount of time and money have already been invested in a project.

Such plans would meet LDC standards if the density definition did not include the detention pond or wetland area in the density calculation. This change can help reduce the number of requested variances and modifications to our code in relating to setbacks and density.

The proposed shift to a gross density calculation involves considering the total land area of a subject site without deducting these elements, offering a practical and straightforward solution which also supports investment. This adjustment optimizes land use while adhering to code requirements and accommodating evolving housing preferences, such as an increasing demand for single-family attached homes.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 2-102. DEFINITIONS

...

Density is defined as the number of dwelling units per ~~Net Buildable Acres~~ **acre** on **the a subject** site. (Ord. 4096 – 12/5/05)

...

~~**Net Buildable Acres** means lands within one (1) site that are contiguous and accessible by the same local or internal road system. Net Buildable Acres shall be calculated by deducting the following from the Gross Acreage of Land: (Ord. 4096 – 12/5/05)~~

~~— 1. 50% of Com Ed easement if owned by the petitioner and the space serves as a public open space amenity;~~

~~— 2. 50% of land required for a Park or School dedication;~~

~~— 3. Perimeter road right-of-way dedication;~~

~~— 4. Floodplain that must be conserved;~~

~~— 5. Detention and retention areas up to the high water level; and (Ord. 4434 – 12/1/08)~~

~~— 6. Wetlands that must be conserved either by Federal, State or Local requirements. (Ord. 4434 – 12/1/08)~~

~~**Net Buildable Acreage** can include:~~

~~— 1. Private and common open space;~~

~~— 2. Internal roads, bikepaths and dedicated transitways;~~

~~— 3. Environmental and historic areas conserved that would otherwise be buildable; and~~

~~— 4. Underground utility easements that may be usable for yard space.~~

...

SUBSTANTIVE AMENDMENT: CHANGE SOLAR PANEL REVIEW PROCESS

AMENDMENT SUMMARY

SECTION 6-314 ENVIRONMENTAL CLEAN TECHNOLOGY

Amend the Land Development Code (LDC) to remove Appearance Review requirements for single family residential rooftop solar panels.

AMENDMENT EXPLANATION

The goal is to revise the regulations for the Environmental Clean Technology (ECT) Appearance Review with an objective of simplifying the solar panel review process for both residents and staff. Initially, solar panels required Special Use Permits approved by the Village Board due to the uncertainty of the technology and potential impact on neighbors. However, the process was changed to a the review process because these concerns were unfounded, but there still were changes to the exterior of homes.

The proposed amendment eliminates the need for Appearance Reviews specifically for residential flush-mounted rooftop solar panels, which consistently adhere to all other LDC requirements. We are changing this now because virtually all solar panels are surface-mounted and parallel to the sloped roof surface.

This amendment is intended to streamline the review process, creating less paperwork for residents, and freeing up considerable staff time and resources, as all tasks associated with the Appearance Review are already addressed during the permit review for residential solar panels. This amendment will also enhance staff efficiency and enable more timely reviews of other permit applications and development petitions.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-314.B. ENVIRONMENTAL CLEAN TECHNOLOGY REVIEW AND APPROVAL PROCESS.

...

1. **Application.** Except for residential flush-mounted rooftop solar panels, All petitioners seeking to construct or install an ECT must submit a complete Appearance Review application to the Development Services Department concurrently with a building permit application. ECT projects accessory to buildings or structures in the Old Orland Historic District or an Orland Park Landmark shall submit a complete Certificate of Appropriateness (COA) application to the Development Services Department concurrently with a building permit application. All ECT projects shall be reviewed in accordance with the regulations of this Section.
2. **Administrative Review.** Per this subsection, the following ECT projects shall be reviewed and approved administratively via an Appearance Review by the Development Services Department, in accordance with Section [5-106](#) (Appearance Review):
 - a. Solar Energy Systems (SES).

b. Geothermal Energy Systems (GES).

...

SUBSTANTIVE AMENDMENTS: CAR DEALERSHIP PARKING AND STORAGE

AMENDMENT SUMMARY

SECTION 6-306

Clarify required number of parking spaces calculation for automobile sales and rental land uses.

AMENDMENT EXPLANATION

The goal of this amendment is to reduce automobile sales and rental use requests for a variance or special use permit due to the substantial number of cars in an on-site inventory, with an objective of removing automobile sales and rental inventory from the calculation of off-street parking requirements.

Currently, the Land Development Code (LDC) states that when an applicant requests more than a 20% increase to the required number allocated parking spaces, a variance or a special use modification is needed. Due to automobile sales and rental uses having substantial inventories, a variance or a special use permit is typically required.

This amendment removes a burden for the automobile sales and rental petitioners from making a universal request for modifications from the LDC to accommodate their off-street parking needs.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-306.B REQUIRED NUMBER OF OFF-STREET PARKING SPACES.

...

3. In the event that an applicant demonstrates that a new use, whether in an existing building or new construction, will require more parking spaces than the number allocated under Table 6-306(B), the Development Services Department may authorize up to a ~~twenty percent (20%)~~ increase in the total number of parking spaces permitted on the lot. **This calculation excludes the storage spaces for automobile inventory of vehicles for sale and/or lease by automobile sales and rental land uses.** Any request exceeding a ~~twenty percent (20%)~~ increase in the total number of parking spaces permitted on the lot shall be a variance or modification pursuant to a special use. The Development Services Department may issue such authorization only upon the request of the applicant and only upon determining that the new use will attract more vehicles than the parking lot could otherwise accommodate. (Ord. 2860 – 3/18/96; Amd. Ord. 4373 – 6/2/08; Amd. Ord. 4839 – 9/16/13; Amd. Ord. 5389 – 3/4/19)

...

TECHNICAL AMENDMENT: LOADING SPACES

AMENDMENT SUMMARY

Section 6-306.J.

Adjust discrepancy between the requirements and table 6-306(L)a. to consistent information.

Table 6-306(L)a.

Clarify the heading of the schedule of loading requirements table.

AMENDMENT EXPLANATION

The goal of this amendment is to improve clarity and consistency throughout the Land Development Code (LDC), with an objective of correcting the discrepancy between the requirements in the code and the table 6-306(L)a.

Currently, the LDC vertical clearance requirements do not reflect the table specifying the minimum vertical clearance requirements set forth in the Schedule of Loading Requirements table. Additionally, the aforementioned table is labeled incorrectly.

Due to this inconsistency, the recommendation is to correct the loading requirements to a uniform 12' clearance and modify the table heading to 6-306(J), ensuring consistency and accuracy.

The development community, general public, and Village Staff will benefit from this change for clarity and technical correction.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-306(J). NUMBER, SIZE AND LOCATION OF LOADING SPACES.

...

5. Unless otherwise provided by these regulations, a required loading space shall be at least ~~twelve (12)~~ feet in width by at least ~~twenty-five (25)~~ feet in length, exclusive of aisles and maneuvering space, and shall have a vertical clearance ~~of at least fourteen (14) feet.~~ **dependent on the floor area of the establishment, as displayed in Table 6-306(J)a.**

...

Table 6-306(LJ)a
SCHEDULE OF LOADING REQUIREMENTS

Floor Area of Establishment (sq. ft.)	Required Number	Minimum Size (ft.)	Minimum Vertical Clearance (ft.)
0-10,000	1	12 x 25	12
10,001-25,000	2	12 x 25	12
25,001-40,000	3	12 x 25	15
40,001-100,000	4	12 x 25	15
over 100,000	5*	12 x 25	15

* plus one additional space for every 50,000 sq. ft. of floor area over 150,000.

...

SUBSTANTIVE AMENDMENT: MODIFY THE ENTITLEMENT REVIEW PROCESS

AMENDMENT SUMMARY

SECTION 5-101.A.3 General Process

Change the entitlement review process to have final engineering and final landscape plans approved administratively after the Board of Trustees approves a project.

SECTION 5-101.A.3 Appearance Before the Committee of the Whole

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation.

SECTION 5-101.C Public Meeting Sequence with a Public Hearing

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation. Reorganize section in order of new process.

SECTION 5-101.K.4 Review by Development Services Department

Change language to new final approval method and clarify language associated with final engineering reviews.

CHART 5-101.A (A)

Remove chart at end of section as it will no longer correlate with proposed amendments.

AMENDMENT EXPLANATION

The goal of this amendment is to make the development review process more efficient and effective, with an objective of implementing a Lean Enterprise Institute (LEI) recommendation of modifying the timing of the final engineering and final landscaping stages within the entitlements process.

Currently, the Board of Trustees requires staff approval of final engineering and final landscaping before granting project approval. The proposed approach will enable applicants to initially present "80%" -complete plans to the Board of Trustees and subsequently address minor engineering and landscaping details administratively after project approval is granted and the ordinance is passed. This method streamlines the entitlements process, saving the development community time and money, and facilitating a more efficient project progression.

Due to the time and expense associated with preparing final plans without knowing the project will be formally approved by the BOT, staff recommends an approach that will ensure the final plans are in substantial conformance to the "80%" plans referenced in the ordinance. If the final engineering or final landscaping review results in substantial alterations to the Board-approved plans, the petitioner must restart the development review process by republishing for a public hearing and returning to the Plan Commission and Board of Trustees for revision approvals.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 5-101.A. DUE PROCESS.

1. **Purpose.** The purpose of this section is to define and outline the development review procedures that petitioners, government agents, and elected and appointed officials follow for transparent review for development and redevelopment in the Village of Orland Park.

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3. **General Process.** There are three distinct development review processes which are ~~outlined in Chart 5-101.A (A) at the end of this section. The three processes are~~ summarized as follows:
 - a. Development Requiring Plan Commission and Board of Trustees Review:
 1. Pre-application Review with Village Staff;
 2. Filing of Application and Scheduling Plan Commission Public Hearing;
 3. Plan Commission Review and Recommendation;
 - ~~4. Committee of the Whole and/or Board of Trustees Review;~~
 - ~~5. Final Plan Preparation and Staff Review;~~
 4. ~~6.~~ Committee of the Whole Review (if applicable per Section 5.101.A.4);
 5. ~~7.~~ Board of Trustees Review and Decision-;
 6. **Final Administrative Review and Approval.**

...

4. **Appearance ~~b~~Before Committee of the Whole.** In the case where a petition has received unanimous recommendation from the Plan Commission, and at the discretion of the Director of ~~the~~ Development Services, the requirement to appear before the Committee of the Whole ~~and the Board of Trustees prior to final plan preparation and staff review~~ may be waived, therefore permitting such project to proceed directly to **the Board of Trustees.** ~~final plan preparation and staff review.~~ In such cases where a petition has not received a unanimous recommendation for approval from the Plan Commission, the petition shall proceed from the Plan Commission to the Committee of the Whole. The Committee of the Whole shall then determine if the application should proceed to ~~final plan preparation and review, be forwarded to~~ the Board of Trustees, or be remanded to the Plan Commission for further consideration.

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SECTION 5-101.C. PUBLIC MEETING SEQUENCE WITH A PUBLIC HEARING

1. Public Meeting at Plan Commission with a Public Hearing.

- a. **Plan Commission.** The Plan Commission shall hold a public hearing in accordance with the provisions of Section [5-101.G](#) below on applications identified in Section [5-101.B.2\(a\)](#). The Plan Commission shall review the report and recommendation of the Development Services Department and testimony given at the public hearing and make a recommendation to the Board of Trustees for approval, approval with conditions, or disapproval. The Plan Commission may also choose to forward to the Board of Trustees without a recommendation.
- b. **~~The Committee of the Whole.~~** The Committee of the Whole, if required by Section [5-101.A.4](#), shall review the plans and documents, the Plan Commission recommendation, and the Development Services Department report and recommendation and shall recommend approval, approval with conditions, or disapproval to the Board of Trustees. If the Committee of the Whole recommends approval or approval with conditions, the Committee of the Whole shall authorize the applicant to proceed to **the Board of Trustees.** ~~final plan preparation and staff review as per paragraph 5-101.C.1c.~~ If the Committee of the Whole recommends denial, the petition will proceed directly to the Board of Trustees. If there are significant changes to the development application, the Committee of the Whole or the Board of Trustees may remand the application to the Plan Commission for further review and recommendation.
- c. **Board of Trustees.** Upon receipt and review of the recommendation of the Plan Commission or Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.
- d. **Village Staff.** Upon receiving approval from the Board of Trustees and prior to the issuance of any permits or occupancies related to the entitlement, Village staff shall review final engineering, site, and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees.

~~**c. Final Plan Preparation and Staff Review.** Upon a positive and unanimous recommendation from the Plan Commission or as per Section 5-101.A.4, the applicant, working with the Development Services Department, shall proceed with preparation and review of final engineering and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees. Concurrently, the Development Services Department shall proceed with preparation of a draft development agreement or annexation agreement as may be applicable. The recommendation of the Plan Commission shall not be scheduled for review by the Committee of the Whole or the Board of Trustees until all final plans are approved by the Development Services Department and the applicable agreement is prepared in draft and is ready for review and approval by the Board of Trustees. (Amd. Ord. 5221 - 9/18/17)~~

~~**d. Committee of the Whole.** Upon staff preparation of applicable draft agreements and determination that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, the development shall proceed to the Committee of the Whole. The Committee of the Whole shall review all pertinent information provided by the Director of Development Services, the Plan Commission, the petitioner, and the testimony and evidence from prior public meetings and hearings and provide a recommendation to the Board of Trustees for approval of the final ordinances and agreements.~~

~~**e. Board Action.** Upon receipt and review of the recommendation of the Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.~~

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SECTION 5-101.K ROLE OF THE DEVELOPMENT SERVICES DEPARTMENT

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4. Review by Development Services Department

- a. **Application Review.** The Development Services Department shall review the complete application for development approval in accordance with these regulations and particularly with Section [5-105](#), if the development requires a special use permit, Section [5-108](#), if the development requires an amendment to the text of these regulations or the Zoning District Map, Section [5-109](#), if the development requires a variance, Section [5-112](#), for development requirements and subdivision review, and/or Section [5-110](#) and [6-209](#), if the development requires a Certificate of Appropriateness. (Amd. Ord. 4996 - 6/15/15)
- b. **Preliminary Plan Review Process.** The Development Services Department shall review the complete application for development, the preliminary plan, and coordinate the review of the engineering plans associated with the application for development. Preliminary engineering plans shall be approved prior to proceeding to the Plan Commission.
- ~~b. Preliminary Plan Review Process. The Development Services Department shall review the complete application for development and its preliminary plan before proceeding to Plan Commission.~~
- ~~c. Preliminary Engineering Review Process. The Development Services Department shall review the engineering plans associated with the application for development and confirm preliminary engineering acceptance prior to proceeding to the Plan Commission or hold the application from proceeding to Plan Commission until outstanding preliminary engineering items are met.~~
- c. **80% Plan Approval.** Following a recommendation from the Plan Commission or the Committee of the Whole, the Development Services Department will evaluate an 80% plan. An 80% plan is one that is deemed sufficient for Board of Trustees final decision, with no major changes expected. The Development Services Department will oversee the review of the engineering plans related to the development application. Site and engineering plans at the 80% completion stage must receive approval from both the Development Services Department and the Engineering Department before progressing to the Board of Trustees.
- ~~d. Final Plan Review Process. The Development Services Department may continue to review the complete application for development throughout the decision-making process to recommend corrections or amendments to plans pursuant to recommendations by the Plan Commission, the Committee of the Whole, and the Board of Trustees.~~
- d. **Ordinances and Agreements.** The Development Services Department shall coordinate the ordinances and agreements for final approval by the Board of Trustees.
- e. **Final Engineering Plan Review Process.** After approval from the Board of Trustees, the Development Services Department shall coordinate the review of the final engineering plans associated with the application for development to determine that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, and as outlined in the final ordinance or agreement. ~~7. prior to consideration of the final ordinances or agreements by the Board of Trustees.~~
 1. If the final engineering review results in substantial alterations to the plans reviewed during the public hearing by the Plan Commission, and by the Committee of the Whole, approved by the Board of Trustees, then the applicant

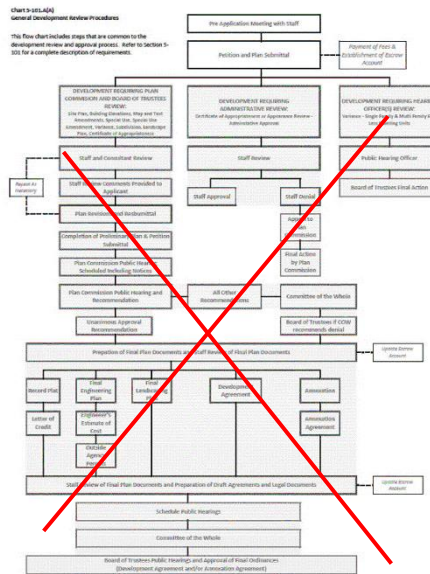
shall return to the Plan Commission and restart the development review process, republishing in the event of a petition requiring a public hearing.

a. Substantial alterations to a final plan shall include but not be limited to things such as:

- Enlargement of storm water facility sizes;
- Reductions in setbacks;
- Construction of or alterations to retaining walls;
- Changes in street layout/land use;
- Increases in lot coverage;
- Changes parking configurations;
- Changes that result in new or expanded variances or modifications to special use regulations; and
- Changes to the number of units, building area, or building stories.

GENERAL DEVELOPMENT PROCEDURES

CHART 5-101.A (A)



...

SUBSTANTIVE AMENDMENTS: **MODIFY RESIDENTIAL BEST MANAGEMENT PRACTICES (BMPs)**

AMENDMENT SUMMARY

SECTION 6-201.F. E-1 Estate Residential

SECTION 6-202.F. R-1 Residential

SECTION 6-203.F. R-2 Residential

SECTION 6-203.5.F. R-2A Residential

SECTION 6-204.F. R-3 Residential

SECTION 6-204.5.F. R-3A Residential

SECTION 6-205.F. R-4 Residential

SECTION 6-206.G. RSB Residential and Supporting Business District

Revise maximum lot coverage by removing increased lot coverage allowances through BMPs.

SECTION 6-305.F.2.c. Single-Family Residential Naturalized Landscaping

Remove the Monitoring and Management Plan (M&M Plan) requirements for naturalized landscaping in single-family residential areas.

AMENDMENT EXPLANATION

The goal of these amendments is to mitigate stormwater runoff by establishing maximum lot coverage allowances that are more easily understood by the public and more easily enforced by Village staff, with an objective of setting a maximum coverage percentage and removing the provision of allowing additional lot coverage with the use of Best Management Practices (BMPs).

Per the Land Development Code (LDC), each zoning district has a base lot coverage which can be increased with the use of BMPs such as naturalized landscaping, permeable pavers, and rain barrels. When residents have met the base lot coverage for the zoning district in which they are located, residents opt to utilize BMPs to expand their impervious lot coverage. Tracking the installation and management of BMPs is time-consuming for Development Services staff and the maintenance of the BMPs is tedious for the homeowners. For the increased lot coverage completed without a permit, the Village has the daunting task of retroactively applying BMPs and/or informing the homeowner that some or all of their improvement project must be removed or modified.

Due to the policing and management needs to ensure the BMPs continue to control stormwater runoff, the recommendation is to remove the BMP allowances and establish one maximum lot coverage for each residential zoning district based on the average of the maximum ranges within each zoning district in the existing regulations.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-305-F.2.c. SINGLE-FAMILY NATURALIZED LANDSCAPING. Single-family residential properties that include naturalized landscaping areas that exceed ~~twelve inches (12")~~ **12 inches** in height are exempt from the letter of credit requirements detailed in 6-305.E.3.e Letter of Credit, although a Landscape Plan ~~and an abridged Monitoring and Management Plan (M&M Plan) are~~ **is** still required. The following conditions apply to naturalized landscaping on single-family residential properties:

1. A property owner shall apply to the Development Services Department and receive a written approval of the landscape plan prior to the installation of the naturalized landscaping.

i. The application shall include a plat of survey and a site plan of the single-family lot drawn to scale on a sheet not less than ~~eight and one-half inches by eleven inches (8½" inches ×~~ **by 11" inches**), which contains: the location of property lines; location of structures, fences, existing drainage patterns, and paved areas; location of each natural landscaping area; a list by scientific and common name of species intended to be planted and maintained within each area; and the setback distance of each naturalized landscape area that will be located near any property line. Any proposed soil amendments and levels of shade and sunlight should also be included on the plan.

~~2. An M&M Plan for the near- and long-term maintenance of the naturalized landscape area shall be submitted for review and approval.~~

~~i. The Village document, commonly referred to as "Monitoring and Management Plan for Naturalized Vegetation Areas on Single Family Residential Properties", as amended, shall be used as a template for the completion of a single-family residential naturalized landscape Monitoring and Management Plan. Minor edits to this template may be made by the petitioner; however, the final text of the M&M Plan shall be approved by the Development Services Department.~~

3. It shall be permitted to grow native plants that exceed ~~twelve inches (12")~~ **12 inches** in height within a natural landscaping area, including ferns, grasses, sedges, rushes, forbs, shrubs and trees, in lieu of turf grass lawn in designed and managed natural landscape areas.

4. Natural landscaping shall be permitted in rear or side yards only, and setback at a minimum of ~~three (3) feet~~ **3 feet** of any property line. No setback shall be required where the natural landscaping is separated from adjacent lots by fencing or continuous shrub of ~~three (3) feet~~ **3 feet** or more in height, or where the natural landscape area abuts permitted naturalized landscaping on an adjacent lot.

5. Naturalized landscaping may occupy a maximum of ~~thirty percent (30%)~~ **30 percent** of the total existing open space within the side or rear yards of a single-family residential property.

...

8. Upon installation of a naturalized landscape area, the site shall be inspected by a Village inspector or designee to verify compliance with the approved landscape plan ~~and proper maintenance of the natural landscape area.~~ After a successful inspection, the property owner will be provided with a letter from the Village certifying that the naturalized landscape has been inspected and meets the criteria of this Section. ~~Subsequent inspections shall be performed annually by the Village or designee, or as determined by the Development Services Department.~~

9. Permission for single-family residential natural landscaping may be revoked with cause, such as failure of the owners to manage the areas or to respond to notices of creation of a nuisance or violation of the weed control ordinance.

SECTION 6-201. E-1 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~— a. The base lot coverage allowed by right is not to exceed twenty-five (25)~~ **30%** for the principal structures, pavement, and accessory structures.

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed thirty-five percent (35%).~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

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SECTION 6-202. R-1 RESIDENTIAL DISTRICT.

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F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~— a. The base lot coverage allowed by right is not to exceed thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%):~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage:~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage:~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage:~~

~~— iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

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SECTION 6-203. R-2 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

v. Non-residential land uses are allowed up to ~~seventy percent (70%)~~ impervious lot coverage by right.

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SECTION 6-203.5.F. R-2A RESIDENTIAL DISTRICT.

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F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

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SECTION 6-204.F. R-3 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-204.5.F. R-3A RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-205.F. R-4 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty-five percent (45%)~~ **50%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

ii. For single family attached and multi-family residential uses, ~~sixty percent (60%)~~ **60%** lot coverage is allowed by right.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty-five percent (55%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-206.G. RSB RESIDENTIAL AND SUPPORTING BUSINESS DISTRICT.

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F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.—The base lot coverage allowed by right is not to exceed sixty-five percent (65%)~~ **70%** for the principal structures, pavement, and accessory structures.

~~b.—Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed seventy-five percent (75%).~~

~~i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

~~iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

...

TECHNICAL AMENDMENTS: CLARIFY DRIVEWAY AND DRIVEWAY APRON REGULATIONS

AMENDMENT SUMMARY

Section 3-4-2-6

Clarify the construction requirements for driveways and driveway aprons.

Section 6-306.E.8

Clarify driveway and driveway apron dimensions to be consistent with the information regarding driveways and driveway aprons in the Village Code.

Section 6-406.B.6

Clarify driveway and driveway apron requirements by referencing the Village Code.

AMENDMENT EXPLANATION

The goal of these amendment is to ensure clear communication and consistent application of the driveway and driveway apron regulations, with an objective of describing the dimensions in the Land Development Code (LDC) and having other Village Code and LDC sections recognize other sections by reference.

This substantive amendment will not require existing driveways to change. The Village Code and the LDC have the similar dimensions; however, the Village Code requirements are more descriptive and have the potential to be interpreted differently than the LDC.

The proposed amendments will clarify the appropriate dimensions for the public and Village staff. The Village Code will retain the specifications such as base layers, pavement thickness, etc., while the LDC will retain the zoning-related dimensions such as driveway widths and setbacks.

Due to the inconsistent descriptions of driveway and driveway apron requirements, it is recommended to have one location for each regulation type with references in other sections of the code, as-needed.

Please note that this amendment includes a change in the Village Code regulations in addition to the LDC. In addition, a follow-up to these amendments may occur in the future after Engineering and Planning staff review the specifications in the Village Code and LDC, and consider increasing the maximum 2-car garage driveway width from 20' to 21'.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 3-4-2-6 CONSTRUCTION SPECIFICATION AND REQUIREMENTS

...

Widths: ~~The maximum width for driveways for single family residences including circle drives shall be ten feet (10') at the sidewalk line and sixteen feet (16') at the curb; provided, that where a two-car or three-car garage is located within thirty feet (30') of the property line, the driveway shall not exceed twenty feet (20') at the sidewalk line or twenty-six feet (26') at the curb or thirty (30) feet at the sidewalk line and thirty-six (36) feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property. The maximum width for driveways for all other uses shall be as approved by the Board of Trustees upon recommendation by the Department of Engineering.~~ The maximum width shall be in accordance with Section 6-406.B.

...

Driveway Aprons: ~~Single family residential driveway aprons shall have a maximum width of ten (10) feet for one-car driveways, and a maximum width of twenty (20) feet for two-car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a width three (3) feet greater at the curb line.~~ All residential aprons shall have a minimum concrete thickness of six (6) inches and a granular bedding base of two (2) inches. Multi-family development business, office research, and industrial district driveway aprons shall be constructed with ten (10) foot radius returns unless otherwise required by the Department of Engineering.

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SECTION 6-306.E.8 OFF-STREET PARKING AND LOADING REQUIREMENTS

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- a. Passenger Automobile parking is not permitted in any required side setback in a residential district. Passenger automobile parking is permitted in the driveway of the required corner side yard setback with a ~~twenty (20)~~ 20-foot minimum driveway length, excluding right-of-way and sidewalks. No open off-street parking serving a residential use in a non-required side setback shall be located nearer than ~~five (5)~~ 5 feet to a principal residential building. (Ord.2959-11/18/96)

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SECTION 6-406.B. SIDEWALKS, DRIVEWAYS, AND PARKING LOTS

...

6. Widths and Lengths. ~~Single-family residential driveways and driveway aprons shall have a maximum width of twenty (20) feet for one (1) car garages, twenty-six (26) feet for two (2) car garages, and thirty-six (36) feet for three (3) car garages.~~ **The maximum width for driveways for single family residences including circle drives shall be 10 feet at the sidewalk line and 16 feet at the curb; provided, that where a two-car or three-car garage is located within 30 feet of the property line, the driveway shall not exceed 20 feet at the sidewalk line or 26 feet at the curb, or 30 feet at the sidewalk line and 36 feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property.** The maximum width of a driveway is applicable to the entire driveway length between the building line and sidewalk. **Single family residential driveway aprons shall have a maximum width of ten feet 10 feet for one-car driveways, a maximum width of 20 feet for two-car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a maximum width of 3 feet to either side at the curb line.** ~~The maximum width of a driveway apron is applicable to the entire driveway length between the sidewalk and the street. The maximum width for driveway lane for single family residences shall be forty (40) percent of the lot width up to thirty-six (36) feet, applicable to the entire driveway length between the building line and curb line. The maximum width for circle driveway lane shall be twenty (20) feet, applicable to the entire driveway length between the building line and curb line.~~ The minimum driveway length shall be ~~eighteen (18)~~ **18** feet, excluding right-of-way and sidewalks. No driveway shall encroach upon any portion of the parkway in front of the adjoining parkway. **Driveways and driveway aprons also must adhere to construction specifications and requirements in section 3-4-2-6 of the Village Code.** The maximum width for driveways **and driveway aprons** for all other uses shall be as approved by the Board of Trustees upon recommendation of the Engineering Department. (Ord. 2959 – 11/18/96; Amd. Ord. 3281 – 8/16/99; Amd. Ord. 5061 1/26/16; Amd. Ord. 5126 9/19/16; Amd. Ord. 5653 - 11/1/21)

...

SUBSTANTIVE AMENDMENT: ADD A NEW PERMITTED USE TO THE OPEN SPACE DISTRICT

AMENDMENT SUMMARY

SECTION 2-102. Definitions

Add and define “civic and fraternal non-profit organization”.

SECTION 6-213. Open Space District

Amend language to add new permitted uses to the Open Space (OS) zoning district.

AMENDMENT EXPLANATION

The goal of this amendment is allow other recreational opportunities in the Land Development Code (LDC), with an objective to add an additional permitted use to the OS district that supports recreation and park activities.

The proposed amendment seeks to allow for *civic and fraternal non-profit organization* as a permitted use in the OS district. The Comprehensive Plan emphasizes that gathering spaces and recreational areas are appropriate for the OS district. Civic and fraternal organizations play a significant role in enhancing and fostering community engagement, and align with the core objectives of the OS district. It is important to note that this amendment is designed to accommodate civic and fraternal non-profit organizations, without specifying any particular organization, to maintain inclusivity and flexibility.

Due to community-focused and non-profit organizations contributing to the well-being of the community and its residents; promoting community engagement, social gatherings, and recreational activities; and catering to the needs of a diverse range of community-focused initiatives, it is recommended a *civic and fraternal non-profit organization* land use be added as a permitted use in the OS district.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 2-102. Definitions.

...

Civic and Fraternal Non-Profit Organization means any local community affairs entity or group of people organized for a common purpose that is not maintained for the purpose of making a profit.

...

SECTION 6-213. OPEN SPACE DISTRICT

A. **Purpose.** The purpose of the Open Space District is to protect the Village's parks, natural areas, retention ponds, detention basins, **civic and fraternal non-profit organizations**, and open space corridor connections. It is also to ensure permanent access to outdoor recreation, ~~and~~ natural areas, **and other recreational opportunities** for residents in all neighborhoods and to enhance the value of nearby properties. (Amd. Ord. 5822 - 7/17/23)

B. **Permitted Uses.** The following uses may be established as permitted uses in the Open Space District, in accordance with the procedures established in Sections 5-101 through 5-104:

1. Public recreational facilities including playgrounds, public swimming pools, playing fields, trails, sports activities, outdoor amphitheaters, camping areas, picnicking areas, boating areas, fishing activities, golf courses, **civic and fraternal non-profit organizations**, and accessory uses such as related parking, washrooms, storage, etc.

...

C. **Prohibited Uses.** The following uses are prohibited as they would conflict with the purpose of protecting parks and natural areas:

1. Any private development of structures or facilities; the exception is cemetery and ComEd facilities as stated above;

2. Any public facilities unrelated to the operation or protection of parks, natural areas, **civic and fraternal non-profit organizations for the benefit of the public**, and retention/detention facilities.

...

..T

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE VILLAGE OF ORLAND PARK, AS AMENDED

..B

WHEREAS, the Corporate Authorities of the Village of Orland Park, an Illinois home rule municipality, have on February 8, 1991, adopted a Land Development Code (“the Code”) and zoning map; and

WHEREAS, amendments to the Code are adopted from time to time to ensure that the Code is up to date and responsive to community needs; and

WHEREAS, the Plan Commission of the Village held a public hearing on November 7, 2023 on whether the proposed amendments should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said hearing in the Daily Southtown, a newspaper of general circulation in this Village; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendation that the proposed amendments to Section 5-101 (G)(2)(b) of the Land Development Code of the Village be made, and this Board of Trustees has duly considered said report and findings and recommendations; and

WHEREAS, the President and Board of Trustees of the Village of Orland Park have determined that it is in the best interests of the Village and its residents to update the aforementioned sections of the Land Development Code in order to bring it in line with surrounding communities and the Village’s needs;

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1: This Board finds and determines that the adoption of the following amendments to the Land Development Code of the Village of Orland Park is in the best interests of the Village and its residents, is in the public interest, constitutes an improvement to the Land Development Code of the Village of Orland Park, and is in keeping with the spirit and in furtherance of the purpose of the Land Development Code of the Village of Orland Park, as set forth in Section 1-102 thereof.

SECTION 2: Article 5, Section 5-101 (G)(2)(b)(2) shall hereby be repealed and replaced with the following (deleted language marked with strikethrough, and new language marked with underlining):

2. It is the petitioner's/applicant's responsibility to send a copy of the notice by certified first-class mail ~~with return receipt requested~~ to each of the owners of record of adjacent properties and within 300 feet of any property upon which development is proposed. ~~The petitioner/ applicant must also retain the certified mail receipts for a period of no less than seven (7) years from the final Village Board action on the proposal.~~

SECTION 3: Article 5, Section (G)(2)(b)(5) shall hereby be repealed and replaced with the following (deleted language marked with strikethrough, and new language marked with underlining):

5. It is the petitioner's/applicant's responsibility to submit a notarized affidavit, list of addressed to be notified, and a certificate of mailing from the United States Post Office to staff prior to or at the Plan Commission meeting confirming that all requirements listed above have been met.

SECTION 4: To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to Sections that need to be amended or deleted within the Orland Park Village Code, as amended, as a consequence of the above Code Amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

SECTION 5: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 6: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Orland Park Land Development Code, as amended, shall remain in full force and effect.

SECTION 8: This Ordinance shall be in full force and effect from and after its adoption and publication in pamphlet form as provided by law.

SECTION 9: The Village Clerk be and herby is authorized and directed to publish this Ordinance in pamphlet form.

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number: **2023-1000**
Orig. Department: **Development Services Department**
File Name: **Land Development Code - Substantive Amendment: Adding New Permitted Use to the Open Space District**

BACKGROUND:

AMENDMENT SUMMARY

SECTION 6-213. Open Space District

Amend language to add new permitted uses to the Open Space (OS) zoning district.

AMENDMENT EXPLANATION

The goal of this amendment is allow other recreational opportunities in the Land Development Code (LDC), with an objective to add an additional permitted use to the OS district that supports recreation and park activities.

The proposed amendment seeks to allow for civic and fraternal non-profit organization as a permitted use in the OS district. The Comprehensive Plan emphasizes that gathering spaces and recreational areas are appropriate for the OS district. Civic and fraternal organizations play a significant role in enhancing and fostering community engagement, and align with the core objectives of the OS district. It is important to note that this amendment is designed to accommodate civic and fraternal non-profit organizations, without specifying any particular organization, to maintain inclusivity and flexibility.

Due to community-focused and non-profit organizations contributing to the well-being of the community and its residents; promoting community engagement, social gatherings, and recreational activities; and catering to the needs of a diverse range of community-focused initiatives, it is recommended a civic and fraternal non-profit organization land use be added as a permitted use in the OS district.

On December 18, this item was reviewed by the Committee of the Whole, recommended for approval, and referred to the Village Board of Trustees for consideration.

BUDGET IMPACT:

REQUESTED ACTION:

I move approve case number 2023-1000, also known as Substantive Amendment: Adding New Permitted Use to the Open Space District;

AND

I move to adopt an Ordinance entitled: AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE VILLAGE OF ORLAND PARK, AS AMENDED.

THIS PART IS FOR REFERENCE ONLY (NOT NECESSARY TO BE READ)

I move to approve the Land Development Code Amendments for Section 6-213 as presented in the attached amendment report titled "11/21/23 Land Development Code Amendments" dated November 15, 2023.

MAYOR

Keith Pekau

VILLAGE CLERK

Patrick R. O’Sullivan

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
orlandpark.org



**ORLAND
PARK**

DEVELOPMENT SERVICES

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Sean Kampas

Brian J. Riordan

Joni J. Radaszewski

Amendment Report to the Board of Trustees

Project: 11/7/23 and 11/21/2023 Land Development Code Amendments

Prepared By: Development Services Department

SUBSTANTIVE AMENDMENT: CHANGE PUBLIC HEARING NOTICE MAILING REQUIREMENTS

AMENDMENT SUMMARY

SECTION 5-101.G.2.b

Amend the language to eliminate the certified mail mandate for public hearing notifications and replace it with the use of first-class mail.

AMENDMENT EXPLANATION

The goal of this amendment is to change the notification requirements for public hearings to better inform property owners within 300’ of a development change. The objective of changing this requirement is to reduce the time and cost burden on applicants who are sending out public hearing notices. Our current process is to have applicants send out certified mail to all property owners within 300’ of a proposed development change and sign an affidavit prior to the public hearing for the case.

Due to the rising costs associated with certified mail, priced at \$8.10 per envelope, and that certified mail cards often go unsigned at the post office, we are proposing to change the process to require first class mail to be sent in place of certified mail. First class mail costs \$0.66 per envelope and does not require a signature from each property owner, meaning that less mail will end up unsigned at the post office and more neighbors will be notified of the proposed request.

In addition to sending out first class mail, the applicant will be required to obtain a certificate of mailing receipt from the post office. The certificate of mailing receipt proves that the notification letters were sent out in a timely manner in accordance with the Illinois State Statute for public hearing notices. The affidavit for the public hearing notice must still be signed and notarized prior to the Plan Commission meeting.

Finally, the applicant must provide a list of addresses located within the 300’ notification radius. This step identifies the property owners obligated to receive a notification letter.

This amendment seeks to change public hearing notifications for property owners within a 300’ radius of the proposed requests by transitioning from certified mail to first class mail with additional documentation. This change not only reduces financial and logistical burdens on applicants but also mitigates the risk of mail going unsigned at the post office. The additional requirement of a certificate of mailing receipt and an address list within the notification buffer further ensures a timely and effective notification process. The proposed amendment complies with the Illinois Statute for public hearing notifications.

PLAN COMMISSION RECOMMENDATION As presented.

PROPOSED AMENDMENT TEXT

SECTION 5-101.G.2.b Notification Requirements.

...

2. It is the petitioner's/applicant's responsibility to send a copy of the notice by **certified first-class** mail ~~with return receipt requested~~ to each of the owners of record of adjacent properties and within 300 feet of any property upon which development is proposed. ~~The petitioner/ applicant must also retain the certified mail receipts for a period of no less than seven (7) years from the final Village Board action on the proposal.~~

...

5. It is the petitioner's/applicant's responsibility to submit a notarized affidavit, **list of addressed to be notified, and a certificate of mailing from the United States Post Office** to staff prior to or at the Plan Commission meeting confirming that all requirements listed above have been met.

...

SUBSTANTIVE AMENDMENT: REMOVE NET BUILDABLE ACRES FROM DENSITY CALCULATION

AMENDMENT SUMMARY

SECTION 2-102

Amend regulations to remove net buildable acres from the Land Development Code (LDC).

AMENDMENT EXPLANATION

The goal of this amendment is to change the calculation method for density with an objective of eliminating unnecessary obstacles to residential development.

Currently, density is calculated based on net buildable acres, which deducts certain areas like utility easements, parks, and wetlands from a subject site's overall density. This method makes it cumbersome for developers dealing with limited available land and additional land use restrictions to understand the development potential prior to spending thousands of dollars preparing a proposal package and petitioning the village for an entitlement approval.

This amendment is proposed because of an increase in rainfall data and MWRD requirements has resulted in stricter stormwater mitigation standards. Conceptual plans for developments, particularly those with stormwater management needs or on-site wetlands, are consistently rejected for being too dense after a significant amount of time and money have already been invested in a project.

Such plans would meet LDC standards if the density definition did not include the detention pond or wetland area in the density calculation. This change can help reduce the number of requested variances and modifications to our code in relating to setbacks and density.

The proposed shift to a gross density calculation involves considering the total land area of a subject site without deducting these elements, offering a practical and straightforward solution which also supports investment. This adjustment optimizes land use while adhering to code requirements and accommodating evolving housing preferences, such as an increasing demand for single-family attached homes.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 2-102. DEFINITIONS

...

Density is defined as the number of dwelling units per ~~Net Buildable Acres~~ **acre** on **the a subject** site. (Ord. 4096 – 12/5/05)

...

~~**Net Buildable Acres** means lands within one (1) site that are contiguous and accessible by the same local or internal road system. Net Buildable Acres shall be calculated by deducting the following from the Gross Acreage of Land: (Ord. 4096 – 12/5/05)~~

~~— 1. 50% of Com Ed easement if owned by the petitioner and the space serves as a public open space amenity;~~

~~— 2. 50% of land required for a Park or School dedication;~~

~~— 3. Perimeter road right-of-way dedication;~~

~~— 4. Floodplain that must be conserved;~~

~~— 5. Detention and retention areas up to the high water level; and (Ord. 4434 – 12/1/08)~~

~~— 6. Wetlands that must be conserved either by Federal, State or Local requirements. (Ord. 4434 – 12/1/08)~~

~~**Net Buildable Acreage** can include:~~

~~— 1. Private and common open space;~~

~~— 2. Internal roads, bikepaths and dedicated transitways;~~

~~— 3. Environmental and historic areas conserved that would otherwise be buildable; and~~

~~— 4. Underground utility easements that may be usable for yard space.~~

...

SUBSTANTIVE AMENDMENT: CHANGE SOLAR PANEL REVIEW PROCESS

AMENDMENT SUMMARY

SECTION 6-314 ENVIRONMENTAL CLEAN TECHNOLOGY

Amend the Land Development Code (LDC) to remove Appearance Review requirements for single family residential rooftop solar panels.

AMENDMENT EXPLANATION

The goal is to revise the regulations for the Environmental Clean Technology (ECT) Appearance Review with an objective of simplifying the solar panel review process for both residents and staff. Initially, solar panels required Special Use Permits approved by the Village Board due to the uncertainty of the technology and potential impact on neighbors. However, the process was changed to a the review process because these concerns were unfounded, but there still were changes to the exterior of homes.

The proposed amendment eliminates the need for Appearance Reviews specifically for residential flush-mounted rooftop solar panels, which consistently adhere to all other LDC requirements. We are changing this now because virtually all solar panels are surface-mounted and parallel to the sloped roof surface.

This amendment is intended to streamline the review process, creating less paperwork for residents, and freeing up considerable staff time and resources, as all tasks associated with the Appearance Review are already addressed during the permit review for residential solar panels. This amendment will also enhance staff efficiency and enable more timely reviews of other permit applications and development petitions.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-314.B. ENVIRONMENTAL CLEAN TECHNOLOGY REVIEW AND APPROVAL PROCESS.

...

1. **Application.** Except for residential flush-mounted rooftop solar panels, All petitioners seeking to construct or install an ECT must submit a complete Appearance Review application to the Development Services Department concurrently with a building permit application. ECT projects accessory to buildings or structures in the Old Orland Historic District or an Orland Park Landmark shall submit a complete Certificate of Appropriateness (COA) application to the Development Services Department concurrently with a building permit application. All ECT projects shall be reviewed in accordance with the regulations of this Section.
2. **Administrative Review.** Per this subsection, the following ECT projects shall be reviewed and approved administratively via an Appearance Review by the Development Services Department, in accordance with Section [5-106](#) (Appearance Review):
 - a. Solar Energy Systems (SES).

b. Geothermal Energy Systems (GES).

...

SUBSTANTIVE AMENDMENTS: CAR DEALERSHIP PARKING AND STORAGE

AMENDMENT SUMMARY

SECTION 6-306

Clarify required number of parking spaces calculation for automobile sales and rental land uses.

AMENDMENT EXPLANATION

The goal of this amendment is to reduce automobile sales and rental use requests for a variance or special use permit due to the substantial number of cars in an on-site inventory, with an objective of removing automobile sales and rental inventory from the calculation of off-street parking requirements.

Currently, the Land Development Code (LDC) states that when an applicant requests more than a 20% increase to the required number allocated parking spaces, a variance or a special use modification is needed. Due to automobile sales and rental uses having substantial inventories, a variance or a special use permit is typically required.

This amendment removes a burden for the automobile sales and rental petitioners from making a universal request for modifications from the LDC to accommodate their off-street parking needs.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-306.B REQUIRED NUMBER OF OFF-STREET PARKING SPACES.

...

3. In the event that an applicant demonstrates that a new use, whether in an existing building or new construction, will require more parking spaces than the number allocated under Table 6-306(B), the Development Services Department may authorize up to a ~~twenty percent (20%)~~ increase in the total number of parking spaces permitted on the lot. **This calculation excludes the storage spaces for automobile inventory of vehicles for sale and/or lease by automobile sales and rental land uses.** Any request exceeding a ~~twenty percent (20%)~~ increase in the total number of parking spaces permitted on the lot shall be a variance or modification pursuant to a special use. The Development Services Department may issue such authorization only upon the request of the applicant and only upon determining that the new use will attract more vehicles than the parking lot could otherwise accommodate. (Ord. 2860 – 3/18/96; Amd. Ord. 4373 – 6/2/08; Amd. Ord. 4839 – 9/16/13; Amd. Ord. 5389 – 3/4/19)

...

TECHNICAL AMENDMENT: LOADING SPACES

AMENDMENT SUMMARY

Section 6-306.J.

Adjust discrepancy between the requirements and table 6-306(L)a. to consistent information.

Table 6-306(L)a.

Clarify the heading of the schedule of loading requirements table.

AMENDMENT EXPLANATION

The goal of this amendment is to improve clarity and consistency throughout the Land Development Code (LDC), with an objective of correcting the discrepancy between the requirements in the code and the table 6-306(L)a.

Currently, the LDC vertical clearance requirements do not reflect the table specifying the minimum vertical clearance requirements set forth in the Schedule of Loading Requirements table. Additionally, the aforementioned table is labeled incorrectly.

Due to this inconsistency, the recommendation is to correct the loading requirements to a uniform 12' clearance and modify the table heading to 6-306(J), ensuring consistency and accuracy.

The development community, general public, and Village Staff will benefit from this change for clarity and technical correction.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-306(J). NUMBER, SIZE AND LOCATION OF LOADING SPACES.

...

5. Unless otherwise provided by these regulations, a required loading space shall be at least ~~twelve (12)~~ feet in width by at least ~~twenty-five (25)~~ feet in length, exclusive of aisles and maneuvering space, and shall have a vertical clearance ~~of at least fourteen (14) feet.~~ **dependent on the floor area of the establishment, as displayed in Table 6-306(J)a.**

...

Table 6-306(LJ)a
SCHEDULE OF LOADING REQUIREMENTS

Floor Area of Establishment (sq. ft.)	Required Number	Minimum Size (ft.)	Minimum Vertical Clearance (ft.)
0-10,000	1	12 x 25	12
10,001-25,000	2	12 x 25	12
25,001-40,000	3	12 x 25	15
40,001-100,000	4	12 x 25	15
over 100,000	5*	12 x 25	15

* plus one additional space for every 50,000 sq. ft. of floor area over 150,000.

...

SUBSTANTIVE AMENDMENT: **MODIFY THE ENTITLEMENT REVIEW PROCESS**

AMENDMENT SUMMARY

SECTION 5-101.A.3 General Process

Change the entitlement review process to have final engineering and final landscape plans approved administratively after the Board of Trustees approves a project.

SECTION 5-101.A.3 Appearance Before the Committee of the Whole

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation.

SECTION 5-101.C Public Meeting Sequence with a Public Hearing

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation. Reorganize section in order of new process.

SECTION 5-101.K.4 Review by Development Services Department

Change language to new final approval method and clarify language associated with final engineering reviews.

CHART 5-101.A (A)

Remove chart at end of section as it will no longer correlate with proposed amendments.

AMENDMENT EXPLANATION

The goal of this amendment is to make the development review process more efficient and effective, with an objective of implementing a Lean Enterprise Institute (LEI) recommendation of modifying the timing of the final engineering and final landscaping stages within the entitlements process.

Currently, the Board of Trustees requires staff approval of final engineering and final landscaping before granting project approval. The proposed approach will enable applicants to initially present "80%" -complete plans to the Board of Trustees and subsequently address minor engineering and landscaping details administratively after project approval is granted and the ordinance is passed. This method streamlines the entitlements process, saving the development community time and money, and facilitating a more efficient project progression.

Due to the time and expense associated with preparing final plans without knowing the project will be formally approved by the BOT, staff recommends an approach that will ensure the final plans are in substantial conformance to the "80%" plans referenced in the ordinance. If the final engineering or final landscaping review results in substantial alterations to the Board-approved plans, the petitioner must restart the development review process by republishing for a public hearing and returning to the Plan Commission and Board of Trustees for revision approvals.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 5-101.A. DUE PROCESS.

1. **Purpose.** The purpose of this section is to define and outline the development review procedures that petitioners, government agents, and elected and appointed officials follow for transparent review for development and redevelopment in the Village of Orland Park.

...

3. **General Process.** There are three distinct development review processes which are ~~outlined in Chart 5-101.A (A) at the end of this section. The three processes are~~ summarized as follows:
 - a. Development Requiring Plan Commission and Board of Trustees Review:
 1. Pre-application Review with Village Staff;
 2. Filing of Application and Scheduling Plan Commission Public Hearing;
 3. Plan Commission Review and Recommendation;
 - ~~4. Committee of the Whole and/or Board of Trustees Review;~~
 - ~~5. Final Plan Preparation and Staff Review;~~
 4. ~~6.~~ Committee of the Whole Review (if applicable per Section 5.101.A.4);
 5. ~~7.~~ Board of Trustees Review and Decision-;
 6. **Final Administrative Review and Approval.**

...

4. **Appearance ~~b~~Before Committee of the Whole.** In the case where a petition has received unanimous recommendation from the Plan Commission, and at the discretion of the Director of ~~the~~ Development Services, the requirement to appear before the Committee of the Whole ~~and the Board of Trustees prior to final plan preparation and staff review~~ may be waived, therefore permitting such project to proceed directly to **the Board of Trustees.** ~~final plan preparation and staff review.~~ In such cases where a petition has not received a unanimous recommendation for approval from the Plan Commission, the petition shall proceed from the Plan Commission to the Committee of the Whole. The Committee of the Whole shall then determine if the application should proceed to ~~final plan preparation and review, be forwarded to~~ the Board of Trustees, or be remanded to the Plan Commission for further consideration.

...

SECTION 5-101.C. PUBLIC MEETING SEQUENCE WITH A PUBLIC HEARING

1. Public Meeting at Plan Commission with a Public Hearing.

- a. **Plan Commission.** The Plan Commission shall hold a public hearing in accordance with the provisions of Section [5-101.G](#) below on applications identified in Section [5-101.B.2\(a\)](#). The Plan Commission shall review the report and recommendation of the Development Services Department and testimony given at the public hearing and make a recommendation to the Board of Trustees for approval, approval with conditions, or disapproval. The Plan Commission may also choose to forward to the Board of Trustees without a recommendation.
- b. **~~The Committee of the Whole.~~** The Committee of the Whole, if required by Section [5-101.A.4](#), shall review the plans and documents, the Plan Commission recommendation, and the Development Services Department report and recommendation and shall recommend approval, approval with conditions, or disapproval to the Board of Trustees. If the Committee of the Whole recommends approval or approval with conditions, the Committee of the Whole shall authorize the applicant to proceed to **the Board of Trustees.** ~~final plan preparation and staff review as per paragraph 5-101.C.1c.~~ If the Committee of the Whole recommends denial, the petition will proceed directly to the Board of Trustees. If there are significant changes to the development application, the Committee of the Whole or the Board of Trustees may remand the application to the Plan Commission for further review and recommendation.
- c. **Board of Trustees.** Upon receipt and review of the recommendation of the Plan Commission or Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.
- d. **Village Staff.** Upon receiving approval from the Board of Trustees and prior to the issuance of any permits or occupancies related to the entitlement, Village staff shall review final engineering, site, and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees.

~~**c. Final Plan Preparation and Staff Review.** Upon a positive and unanimous recommendation from the Plan Commission or as per Section 5-101.A.4, the applicant, working with the Development Services Department, shall proceed with preparation and review of final engineering and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees. Concurrently, the Development Services Department shall proceed with preparation of a draft development agreement or annexation agreement as may be applicable. The recommendation of the Plan Commission shall not be scheduled for review by the Committee of the Whole or the Board of Trustees until all final plans are approved by the Development Services Department and the applicable agreement is prepared in draft and is ready for review and approval by the Board of Trustees. (Amd. Ord. 5221 - 9/18/17)~~

~~**d. Committee of the Whole.** Upon staff preparation of applicable draft agreements and determination that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, the development shall proceed to the Committee of the Whole. The Committee of the Whole shall review all pertinent information provided by the Director of Development Services, the Plan Commission, the petitioner, and the testimony and evidence from prior public meetings and hearings and provide a recommendation to the Board of Trustees for approval of the final ordinances and agreements.~~

~~**e. Board Action.** Upon receipt and review of the recommendation of the Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.~~

...

SECTION 5-101.K ROLE OF THE DEVELOPMENT SERVICES DEPARTMENT

...

4. Review by Development Services Department

- a. **Application Review.** The Development Services Department shall review the complete application for development approval in accordance with these regulations and particularly with Section [5-105](#), if the development requires a special use permit, Section [5-108](#), if the development requires an amendment to the text of these regulations or the Zoning District Map, Section [5-109](#), if the development requires a variance, Section [5-112](#), for development requirements and subdivision review, and/or Section [5-110](#) and [6-209](#), if the development requires a Certificate of Appropriateness. (Amd. Ord. 4996 - 6/15/15)
- b. **Preliminary Plan Review Process.** The Development Services Department shall review the complete application for development, the preliminary plan, and coordinate the review of the engineering plans associated with the application for development. Preliminary engineering plans shall be approved prior to proceeding to the Plan Commission.
- ~~b. Preliminary Plan Review Process. The Development Services Department shall review the complete application for development and its preliminary plan before proceeding to Plan Commission.~~
- ~~c. Preliminary Engineering Review Process. The Development Services Department shall review the engineering plans associated with the application for development and confirm preliminary engineering acceptance prior to proceeding to the Plan Commission or hold the application from proceeding to Plan Commission until outstanding preliminary engineering items are met.~~
- c. **80% Plan Approval.** Following a recommendation from the Plan Commission or the Committee of the Whole, the Development Services Department will evaluate an 80% plan. An 80% plan is one that is deemed sufficient for Board of Trustees final decision, with no major changes expected. The Development Services Department will oversee the review of the engineering plans related to the development application. Site and engineering plans at the 80% completion stage must receive approval from both the Development Services Department and the Engineering Department before progressing to the Board of Trustees.
- ~~d. Final Plan Review Process. The Development Services Department may continue to review the complete application for development throughout the decision-making process to recommend corrections or amendments to plans pursuant to recommendations by the Plan Commission, the Committee of the Whole, and the Board of Trustees.~~
- d. **Ordinances and Agreements.** The Development Services Department shall coordinate the ordinances and agreements for final approval by the Board of Trustees.
- e. **Final Engineering Plan Review Process.** After approval from the Board of Trustees, the Development Services Department shall coordinate the review of the final engineering plans associated with the application for development to determine that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, and as outlined in the final ordinance or agreement. ~~7. prior to consideration of the final ordinances or agreements by the Board of Trustees.~~
 1. If the final engineering review results in substantial alterations to the plans reviewed during the public hearing by the Plan Commission, and by the Committee of the Whole, approved by the Board of Trustees, then the applicant

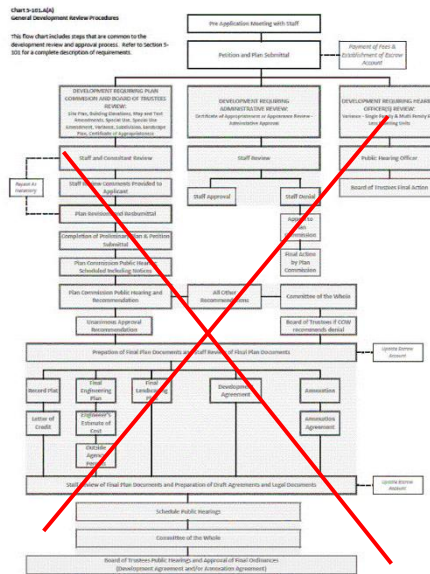
shall return to the Plan Commission and restart the development review process, republishing in the event of a petition requiring a public hearing.

a. Substantial alterations to a final plan shall include but not be limited to things such as:

- Enlargement of storm water facility sizes;
- Reductions in setbacks;
- Construction of or alterations to retaining walls;
- Changes in street layout/land use;
- Increases in lot coverage;
- Changes parking configurations;
- Changes that result in new or expanded variances or modifications to special use regulations; and
- Changes to the number of units, building area, or building stories.

GENERAL DEVELOPMENT PROCEDURES

CHART 5-101.A (A)



...

SUBSTANTIVE AMENDMENTS: **MODIFY RESIDENTIAL BEST MANAGEMENT PRACTICES (BMPs)**

AMENDMENT SUMMARY

SECTION 6-201.F. E-1 Estate Residential

SECTION 6-202.F. R-1 Residential

SECTION 6-203.F. R-2 Residential

SECTION 6-203.5.F. R-2A Residential

SECTION 6-204.F. R-3 Residential

SECTION 6-204.5.F. R-3A Residential

SECTION 6-205.F. R-4 Residential

SECTION 6-206.G. RSB Residential and Supporting Business District

Revise maximum lot coverage by removing increased lot coverage allowances through BMPs.

SECTION 6-305.F.2.c. Single-Family Residential Naturalized Landscaping

Remove the Monitoring and Management Plan (M&M Plan) requirements for naturalized landscaping in single-family residential areas.

AMENDMENT EXPLANATION

The goal of these amendments is to mitigate stormwater runoff by establishing maximum lot coverage allowances that are more easily understood by the public and more easily enforced by Village staff, with an objective of setting a maximum coverage percentage and removing the provision of allowing additional lot coverage with the use of Best Management Practices (BMPs).

Per the Land Development Code (LDC), each zoning district has a base lot coverage which can be increased with the use of BMPs such as naturalized landscaping, permeable pavers, and rain barrels. When residents have met the base lot coverage for the zoning district in which they are located, residents opt to utilize BMPs to expand their impervious lot coverage. Tracking the installation and management of BMPs is time-consuming for Development Services staff and the maintenance of the BMPs is tedious for the homeowners. For the increased lot coverage completed without a permit, the Village has the daunting task of retroactively applying BMPs and/or informing the homeowner that some or all of their improvement project must be removed or modified.

Due to the policing and management needs to ensure the BMPs continue to control stormwater runoff, the recommendation is to remove the BMP allowances and establish one maximum lot coverage for each residential zoning district based on the average of the maximum ranges within each zoning district in the existing regulations.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-305-F.2.c. SINGLE-FAMILY NATURALIZED LANDSCAPING. Single-family residential properties that include naturalized landscaping areas that exceed ~~twelve inches (12")~~ **12 inches** in height are exempt from the letter of credit requirements detailed in 6-305.E.3.e Letter of Credit, although a Landscape Plan ~~and an abridged Monitoring and Management Plan (M&M Plan) are~~ **is** still required. The following conditions apply to naturalized landscaping on single-family residential properties:

1. A property owner shall apply to the Development Services Department and receive a written approval of the landscape plan prior to the installation of the naturalized landscaping.

i. The application shall include a plat of survey and a site plan of the single-family lot drawn to scale on a sheet not less than ~~eight and one-half inches by eleven inches (8½" inches ×~~ **by 11" inches**), which contains: the location of property lines; location of structures, fences, existing drainage patterns, and paved areas; location of each natural landscaping area; a list by scientific and common name of species intended to be planted and maintained within each area; and the setback distance of each naturalized landscape area that will be located near any property line. Any proposed soil amendments and levels of shade and sunlight should also be included on the plan.

~~2. An M&M Plan for the near- and long-term maintenance of the naturalized landscape area shall be submitted for review and approval.~~

~~i. The Village document, commonly referred to as "Monitoring and Management Plan for Naturalized Vegetation Areas on Single Family Residential Properties", as amended, shall be used as a template for the completion of a single-family residential naturalized landscape Monitoring and Management Plan. Minor edits to this template may be made by the petitioner; however, the final text of the M&M Plan shall be approved by the Development Services Department.~~

3. It shall be permitted to grow native plants that exceed ~~twelve inches (12")~~ **12 inches** in height within a natural landscaping area, including ferns, grasses, sedges, rushes, forbs, shrubs and trees, in lieu of turf grass lawn in designed and managed natural landscape areas.

4. Natural landscaping shall be permitted in rear or side yards only, and setback at a minimum of ~~three (3) feet~~ **3 feet** of any property line. No setback shall be required where the natural landscaping is separated from adjacent lots by fencing or continuous shrub of ~~three (3) feet~~ **3 feet** or more in height, or where the natural landscape area abuts permitted naturalized landscaping on an adjacent lot.

5. Naturalized landscaping may occupy a maximum of ~~thirty percent (30%)~~ **30 percent** of the total existing open space within the side or rear yards of a single-family residential property.

...

8. Upon installation of a naturalized landscape area, the site shall be inspected by a Village inspector or designee to verify compliance with the approved landscape plan ~~and proper maintenance of the natural landscape area.~~ After a successful inspection, the property owner will be provided with a letter from the Village certifying that the naturalized landscape has been inspected and meets the criteria of this Section. ~~Subsequent inspections shall be performed annually by the Village or designee, or as determined by the Development Services Department.~~

9. Permission for single-family residential natural landscaping may be revoked with cause, such as failure of the owners to manage the areas or to respond to notices of creation of a nuisance or violation of the weed control ordinance.

SECTION 6-201. E-1 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~— a. The base lot coverage allowed by right is not to exceed twenty-five (25)~~ **30%** for the principal structures, pavement, and accessory structures.

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed thirty-five percent (35%).~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

...

SECTION 6-202. R-1 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~— a. The base lot coverage allowed by right is not to exceed thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%):~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage:~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage:~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage:~~

~~— iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

...

SECTION 6-203. R-2 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

v. Non-residential land uses are allowed up to ~~seventy percent (70%)~~ impervious lot coverage by right.

...

SECTION 6-203.5.F. R-2A RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~—a.—~~The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

~~i.~~ An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~—b.—~~ Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).

~~—i.—~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~—ii.—~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~—iii.—~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~—iv.—~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-204.F. R-3 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-204.5.F. R-3A RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-205.F. R-4 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty-five percent (45%)~~ **50%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

ii. For single family attached and multi-family residential uses, ~~sixty percent (60%)~~ **60%** lot coverage is allowed by right.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty-five percent (55%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-206.G. RSB RESIDENTIAL AND SUPPORTING BUSINESS DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.—The base lot coverage allowed by right is not to exceed sixty-five percent (65%)~~ **70%** for the principal structures, pavement, and accessory structures.

~~b.—Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed seventy-five percent (75%).~~

~~i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

~~iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

...

TECHNICAL AMENDMENTS: CLARIFY DRIVEWAY AND DRIVEWAY APRON REGULATIONS

AMENDMENT SUMMARY

Section 3-4-2-6

Clarify the construction requirements for driveways and driveway aprons.

Section 6-306.E.8

Clarify driveway and driveway apron dimensions to be consistent with the information regarding driveways and driveway aprons in the Village Code.

Section 6-406.B.6

Clarify driveway and driveway apron requirements by referencing the Village Code.

AMENDMENT EXPLANATION

The goal of these amendment is to ensure clear communication and consistent application of the driveway and driveway apron regulations, with an objective of describing the dimensions in the Land Development Code (LDC) and having other Village Code and LDC sections recognize other sections by reference.

This substantive amendment will not require existing driveways to change. The Village Code and the LDC have the similar dimensions; however, the Village Code requirements are more descriptive and have the potential to be interpreted differently than the LDC.

The proposed amendments will clarify the appropriate dimensions for the public and Village staff. The Village Code will retain the specifications such as base layers, pavement thickness, etc., while the LDC will retain the zoning-related dimensions such as driveway widths and setbacks.

Due to the inconsistent descriptions of driveway and driveway apron requirements, it is recommended to have one location for each regulation type with references in other sections of the code, as-needed.

Please note that this amendment includes a change in the Village Code regulations in addition to the LDC. In addition, a follow-up to these amendments may occur in the future after Engineering and Planning staff review the specifications in the Village Code and LDC, and consider increasing the maximum 2-car garage driveway width from 20' to 21'.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 3-4-2-6 CONSTRUCTION SPECIFICATION AND REQUIREMENTS

...

Widths: ~~The maximum width for driveways for single family residences including circle drives shall be ten feet (10') at the sidewalk line and sixteen feet (16') at the curb; provided, that where a two-car or three-car garage is located within thirty feet (30') of the property line, the driveway shall not exceed twenty feet (20') at the sidewalk line or twenty-six feet (26') at the curb or thirty (30) feet at the sidewalk line and thirty-six (36) feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property. The maximum width for driveways for all other uses shall be as approved by the Board of Trustees upon recommendation by the Department of Engineering.~~ The maximum width shall be in accordance with Section 6-406.B.

...

Driveway Aprons: ~~Single family residential driveway aprons shall have a maximum width of ten (10) feet for one-car driveways, and a maximum width of twenty (20) feet for two-car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a width three (3) feet greater at the curb line.~~ All residential aprons shall have a minimum concrete thickness of six (6) inches and a granular bedding base of two (2) inches. Multi-family development business, office research, and industrial district driveway aprons shall be constructed with ten (10) foot radius returns unless otherwise required by the Department of Engineering.

...

SECTION 6-306.E.8 OFF-STREET PARKING AND LOADING REQUIREMENTS

...

- a. Passenger Automobile parking is not permitted in any required side setback in a residential district. Passenger automobile parking is permitted in the driveway of the required corner side yard setback with a ~~twenty (20)~~ 20-foot minimum driveway length, excluding right-of-way and sidewalks. No open off-street parking serving a residential use in a non-required side setback shall be located nearer than ~~five (5)~~ 5 feet to a principal residential building. (Ord.2959-11/18/96)

...

SECTION 6-406.B. SIDEWALKS, DRIVEWAYS, AND PARKING LOTS

...

6. Widths and Lengths. ~~Single-family residential driveways and driveway aprons shall have a maximum width of twenty (20) feet for one (1) car garages, twenty-six (26) feet for two (2) car garages, and thirty-six (36) feet for three (3) car garages.~~ **The maximum width for driveways for single family residences including circle drives shall be 10 feet at the sidewalk line and 16 feet at the curb; provided, that where a two-car or three-car garage is located within 30 feet of the property line, the driveway shall not exceed 20 feet at the sidewalk line or 26 feet at the curb, or 30 feet at the sidewalk line and 36 feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property.** The maximum width of a driveway is applicable to the entire driveway length between the building line and sidewalk. **Single family residential driveway aprons shall have a maximum width of ten feet 10 feet for one-car driveways, a maximum width of 20 feet for two-car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a maximum width of 3 feet to either side at the curb line.** ~~The maximum width of a driveway apron is applicable to the entire driveway length between the sidewalk and the street. The maximum width for driveway lane for single family residences shall be forty (40) percent of the lot width up to thirty-six (36) feet, applicable to the entire driveway length between the building line and curb line. The maximum width for circle driveway lane shall be twenty (20) feet, applicable to the entire driveway length between the building line and curb line.~~ The minimum driveway length shall be ~~eighteen (18)~~ **18** feet, excluding right-of-way and sidewalks. No driveway shall encroach upon any portion of the parkway in front of the adjoining parkway. **Driveways and driveway aprons also must adhere to construction specifications and requirements in section 3-4-2-6 of the Village Code.** The maximum width for driveways **and driveway aprons** for all other uses shall be as approved by the Board of Trustees upon recommendation of the Engineering Department. (Ord. 2959 – 11/18/96; Amd. Ord. 3281 – 8/16/99; Amd. Ord. 5061 1/26/16; Amd. Ord. 5126 9/19/16; Amd. Ord. 5653 - 11/1/21)

...

SUBSTANTIVE AMENDMENT: ADD A NEW PERMITTED USE TO THE OPEN SPACE DISTRICT

AMENDMENT SUMMARY

SECTION 2-102. Definitions

Add and define “civic and fraternal non-profit organization”.

SECTION 6-213. Open Space District

Amend language to add new permitted uses to the Open Space (OS) zoning district.

AMENDMENT EXPLANATION

The goal of this amendment is allow other recreational opportunities in the Land Development Code (LDC), with an objective to add an additional permitted use to the OS district that supports recreation and park activities.

The proposed amendment seeks to allow for *civic and fraternal non-profit organization* as a permitted use in the OS district. The Comprehensive Plan emphasizes that gathering spaces and recreational areas are appropriate for the OS district. Civic and fraternal organizations play a significant role in enhancing and fostering community engagement, and align with the core objectives of the OS district. It is important to note that this amendment is designed to accommodate civic and fraternal non-profit organizations, without specifying any particular organization, to maintain inclusivity and flexibility.

Due to community-focused and non-profit organizations contributing to the well-being of the community and its residents; promoting community engagement, social gatherings, and recreational activities; and catering to the needs of a diverse range of community-focused initiatives, it is recommended a *civic and fraternal non-profit organization* land use be added as a permitted use in the OS district.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 2-102. Definitions.

...

Civic and Fraternal Non-Profit Organization means any local community affairs entity or group of people organized for a common purpose that is not maintained for the purpose of making a profit.

...

SECTION 6-213. OPEN SPACE DISTRICT

A. **Purpose.** The purpose of the Open Space District is to protect the Village's parks, natural areas, retention ponds, detention basins, **civic and fraternal non-profit organizations**, and open space corridor connections. It is also to ensure permanent access to outdoor recreation, ~~and~~ natural areas, **and other recreational opportunities** for residents in all neighborhoods and to enhance the value of nearby properties. (Amd. Ord. 5822 - 7/17/23)

B. **Permitted Uses.** The following uses may be established as permitted uses in the Open Space District, in accordance with the procedures established in Sections 5-101 through 5-104:

1. Public recreational facilities including playgrounds, public swimming pools, playing fields, trails, sports activities, outdoor amphitheaters, camping areas, picnicking areas, boating areas, fishing activities, golf courses, **civic and fraternal non-profit organizations**, and accessory uses such as related parking, washrooms, storage, etc.

...

C. **Prohibited Uses.** The following uses are prohibited as they would conflict with the purpose of protecting parks and natural areas:

1. Any private development of structures or facilities; the exception is cemetery and ComEd facilities as stated above;

2. Any public facilities unrelated to the operation or protection of parks, natural areas, **civic and fraternal non-profit organizations for the benefit of the public**, and retention/detention facilities.

...

..T

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE VILLAGE OF ORLAND PARK, AS AMENDED

..B

WHEREAS, the Corporate Authorities of the Village of Orland Park, an Illinois home rule municipality, have on February 8, 1991, adopted a Land Development Code (“the Code”) and zoning map; and

WHEREAS, amendments to the Code are adopted from time to time to ensure that the Code is up to date and responsive to community needs; and

WHEREAS, the Plan Commission of the Village held a public hearing on November 21, 2023 on whether the proposed amendments should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said hearing in the Daily Southtown, a newspaper of general circulation in this Village; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendation that the proposed amendments to Sections 2-102 and 6-213 of the Land Development Code of the Village be made, and this Board of Trustees has duly considered said report and findings and recommendations; and

WHEREAS, the President and Board of Trustees of the Village of Orland Park have determined that it is in the best interests of the Village and its residents to update the aforementioned sections of the Land Development Code in order to bring it in line with surrounding communities and the Village’s needs;

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1: This Board finds and determines that the adoption of the following amendments to the Land Development Code of the Village of Orland Park is in the best interests of the Village and its residents, is in the public interest, constitutes an improvement to the Land Development Code of the Village of Orland Park, and is in keeping with the spirit and in furtherance of the purpose of the Land Development Code of the Village of Orland Park, as set forth in Section 1-102 thereof.

SECTION 2: Article 2, Section 6-213 (Open Space District) shall hereby be amended as follows (deleted language marked with strikethrough, and new language marked with underlining):

SECTION 6-213. OPEN SPACE DISTRICT

A. **Purpose.** The purpose of the Open Space District is to protect the Village’s parks, natural areas, retention ponds, detention basins, civic and fraternal non-profit organizations, and open space corridor connections. It is also to ensure permanent access to outdoor recreation, ~~and~~ natural areas, and other recreational opportunities for residents in all neighborhoods and to enhance the value of nearby properties.

B. **Permitted Uses.** The following uses may be established as permitted uses in the Open Space District, in accordance with the procedures established in Sections 5-101 through 5-104:

1. Public recreational facilities including playgrounds, public swimming pools, playing fields, trails, sports activities, outdoor amphitheaters, camping areas, picnicking areas, boating areas, fishing activities,

golf courses, civic and fraternal non-profit organizations, and accessory uses such as related parking, washrooms, storage, etc.

...

C. **Prohibited Uses**. The following uses are prohibited as they would conflict with the purpose of protecting parks and natural areas:

1. Any private development of structures or facilities; the exception is cemetery and ComEd facilities as stated above;
2. Any public facilities unrelated to the operation or protection of parks, natural areas, civic and fraternal non-profit organizations for the benefit of the public, and retention/detention facilities.

SECTION 4: To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to Sections that need to be amended or deleted within the Orland Park Village Code, as amended, as a consequence of the above Code Amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

SECTION 5: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 6: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Orland Park Land Development Code, as amended, shall remain in full force and effect.

SECTION 8: This Ordinance shall be in full force and effect from and after its adoption and publication in pamphlet form as provided by law.

SECTION 9: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number:	2023-0999
Orig. Department:	Development Services Department
File Name:	Land Development Code & Village Code - Substantive Amendment: Clarify Driveways and Driveway Apron Regulations

BACKGROUND:

AMENDMENT SUMMARY

Section 3-4-2-6

Clarify the construction requirements for driveways and driveway aprons.

Section 6-306.E.8

Clarify driveway and driveway apron dimensions to be consistent with the information regarding driveways and driveway aprons in the Village Code.

Section 6-406.B.6

Clarify driveway and driveway apron requirements by referencing the Village Code.

AMENDMENT EXPLANATION

The goal of these amendment is to ensure clear communication and consistent application of the driveway and driveway apron regulations, with an objective of describing the dimensions in the Land Development Code (LDC) and having other Village Code and LDC sections recognize other sections by reference.

This substantive amendment will not require existing driveways to change. The Village Code and the LDC have the similar dimensions; however, the Village Code requirements are more descriptive and have the potential to be interpreted differently than the LDC.

The proposed amendments will clarify the appropriate dimensions for the public and Village staff. The Village Code will retain the specifications such as base layers, pavement thickness, etc., while the LDC will retain the zoning-related dimensions such as driveway widths and setbacks.

Due to the inconsistent descriptions of driveway and driveway apron requirements, it is recommended to have one location for each regulation type with references in other sections of the code, as-needed.

Please note that this amendment includes a change in the Village Code regulations in addition to the LDC. In addition, a follow-up to these amendments may occur in the future after Engineering and Planning staff review the specifications in the Village Code and LDC, and consider increasing the maximum 2-car garage driveway width from 20' to 21'.

On December 18, this item was reviewed by the Committee of the Whole, recommended for approval, and referred to the Village Board of Trustees for consideration.

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve case number 2023-0999, also known as Technical Amendments: Clarify Driveway and Driveway Apron Regulations;

AND

I move to adopt an Ordinance entitled: AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE VILLAGE OF ORLAND PARK, AS AMENDED.

THIS PART IS FOR REFERENCE ONLY (NOT NECESSARY TO BE READ)

I move to approve the Land Development Code and Village Code Amendments for Sections 6-306.E.8, 6-406.B.6, and 3-4-2-6 as presented in the attached amendment report titled "12/5/23 Land Development Code Amendment Report" dated November 29, 2023.

MAYOR

Keith Pekau

VILLAGE CLERK

Patrick R. O’Sullivan

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
orlandpark.org



**ORLAND
PARK**

DEVELOPMENT SERVICES

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Sean Kampas

Brian J. Riordan

Joni J. Radaszewski

Amendment Report to the Board of Trustees

Project: 11/7/23 and 11/21/2023 Land Development Code Amendments

Prepared By: Development Services Department

SUBSTANTIVE AMENDMENT: CHANGE PUBLIC HEARING NOTICE MAILING REQUIREMENTS

AMENDMENT SUMMARY

SECTION 5-101.G.2.b

Amend the language to eliminate the certified mail mandate for public hearing notifications and replace it with the use of first-class mail.

AMENDMENT EXPLANATION

The goal of this amendment is to change the notification requirements for public hearings to better inform property owners within 300’ of a development change. The objective of changing this requirement is to reduce the time and cost burden on applicants who are sending out public hearing notices. Our current process is to have applicants send out certified mail to all property owners within 300’ of a proposed development change and sign an affidavit prior to the public hearing for the case.

Due to the rising costs associated with certified mail, priced at \$8.10 per envelope, and that certified mail cards often go unsigned at the post office, we are proposing to change the process to require first class mail to be sent in place of certified mail. First class mail costs \$0.66 per envelope and does not require a signature from each property owner, meaning that less mail will end up unsigned at the post office and more neighbors will be notified of the proposed request.

In addition to sending out first class mail, the applicant will be required to obtain a certificate of mailing receipt from the post office. The certificate of mailing receipt proves that the notification letters were sent out in a timely manner in accordance with the Illinois State Statute for public hearing notices. The affidavit for the public hearing notice must still be signed and notarized prior to the Plan Commission meeting.

Finally, the applicant must provide a list of addresses located within the 300’ notification radius. This step identifies the property owners obligated to receive a notification letter.

This amendment seeks to change public hearing notifications for property owners within a 300’ radius of the proposed requests by transitioning from certified mail to first class mail with additional documentation. This change not only reduces financial and logistical burdens on applicants but also mitigates the risk of mail going unsigned at the post office. The additional requirement of a certificate of mailing receipt and an address list within the notification buffer further ensures a timely and effective notification process. The proposed amendment complies with the Illinois Statute for public hearing notifications.

PLAN COMMISSION RECOMMENDATION As presented.

PROPOSED AMENDMENT TEXT

SECTION 5-101.G.2.b Notification Requirements.

...

2. It is the petitioner's/applicant's responsibility to send a copy of the notice by **certified first-class** mail ~~with return receipt requested~~ to each of the owners of record of adjacent properties and within 300 feet of any property upon which development is proposed. ~~The petitioner/ applicant must also retain the certified mail receipts for a period of no less than seven (7) years from the final Village Board action on the proposal.~~

...

5. It is the petitioner's/applicant's responsibility to submit a notarized affidavit, **list of addressed to be notified, and a certificate of mailing from the United States Post Office** to staff prior to or at the Plan Commission meeting confirming that all requirements listed above have been met.

...

SUBSTANTIVE AMENDMENT: REMOVE NET BUILDABLE ACRES FROM DENSITY CALCULATION

AMENDMENT SUMMARY

SECTION 2-102

Amend regulations to remove net buildable acres from the Land Development Code (LDC).

AMENDMENT EXPLANATION

The goal of this amendment is to change the calculation method for density with an objective of eliminating unnecessary obstacles to residential development.

Currently, density is calculated based on net buildable acres, which deducts certain areas like utility easements, parks, and wetlands from a subject site's overall density. This method makes it cumbersome for developers dealing with limited available land and additional land use restrictions to understand the development potential prior to spending thousands of dollars preparing a proposal package and petitioning the village for an entitlement approval.

This amendment is proposed because of an increase in rainfall data and MWRD requirements has resulted in stricter stormwater mitigation standards. Conceptual plans for developments, particularly those with stormwater management needs or on-site wetlands, are consistently rejected for being too dense after a significant amount of time and money have already been invested in a project.

Such plans would meet LDC standards if the density definition did not include the detention pond or wetland area in the density calculation. This change can help reduce the number of requested variances and modifications to our code in relating to setbacks and density.

The proposed shift to a gross density calculation involves considering the total land area of a subject site without deducting these elements, offering a practical and straightforward solution which also supports investment. This adjustment optimizes land use while adhering to code requirements and accommodating evolving housing preferences, such as an increasing demand for single-family attached homes.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 2-102. DEFINITIONS

...

Density is defined as the number of dwelling units per ~~Net Buildable Acres~~ **acre** on the **a subject** site. (Ord. 4096 – 12/5/05)

...

~~**Net Buildable Acres** means lands within one (1) site that are contiguous and accessible by the same local or internal road system. Net Buildable Acres shall be calculated by deducting the following from the Gross Acreage of Land: (Ord. 4096 – 12/5/05)~~

~~— 1. 50% of Com Ed easement if owned by the petitioner and the space serves as a public open space amenity;~~

~~— 2. 50% of land required for a Park or School dedication;~~

~~— 3. Perimeter road right-of-way dedication;~~

~~— 4. Floodplain that must be conserved;~~

~~— 5. Detention and retention areas up to the high water level; and (Ord. 4434 – 12/1/08)~~

~~— 6. Wetlands that must be conserved either by Federal, State or Local requirements. (Ord. 4434 – 12/1/08)~~

~~**Net Buildable Acreage** can include:~~

~~— 1. Private and common open space;~~

~~— 2. Internal roads, bikepaths and dedicated transitways;~~

~~— 3. Environmental and historic areas conserved that would otherwise be buildable; and~~

~~— 4. Underground utility easements that may be usable for yard space.~~

...

SUBSTANTIVE AMENDMENT: CHANGE SOLAR PANEL REVIEW PROCESS

AMENDMENT SUMMARY

SECTION 6-314 ENVIRONMENTAL CLEAN TECHNOLOGY

Amend the Land Development Code (LDC) to remove Appearance Review requirements for single family residential rooftop solar panels.

AMENDMENT EXPLANATION

The goal is to revise the regulations for the Environmental Clean Technology (ECT) Appearance Review with an objective of simplifying the solar panel review process for both residents and staff. Initially, solar panels required Special Use Permits approved by the Village Board due to the uncertainty of the technology and potential impact on neighbors. However, the process was changed to a the review process because these concerns were unfounded, but there still were changes to the exterior of homes.

The proposed amendment eliminates the need for Appearance Reviews specifically for residential flush-mounted rooftop solar panels, which consistently adhere to all other LDC requirements. We are changing this now because virtually all solar panels are surface-mounted and parallel to the sloped roof surface.

This amendment is intended to streamline the review process, creating less paperwork for residents, and freeing up considerable staff time and resources, as all tasks associated with the Appearance Review are already addressed during the permit review for residential solar panels. This amendment will also enhance staff efficiency and enable more timely reviews of other permit applications and development petitions.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-314.B. ENVIRONMENTAL CLEAN TECHNOLOGY REVIEW AND APPROVAL PROCESS.

...

1. **Application.** Except for residential flush-mounted rooftop solar panels, All petitioners seeking to construct or install an ECT must submit a complete Appearance Review application to the Development Services Department concurrently with a building permit application. ECT projects accessory to buildings or structures in the Old Orland Historic District or an Orland Park Landmark shall submit a complete Certificate of Appropriateness (COA) application to the Development Services Department concurrently with a building permit application. All ECT projects shall be reviewed in accordance with the regulations of this Section.
2. **Administrative Review.** Per this subsection, the following ECT projects shall be reviewed and approved administratively via an Appearance Review by the Development Services Department, in accordance with Section [5-106](#) (Appearance Review):
 - a. Solar Energy Systems (SES).

b. Geothermal Energy Systems (GES).

...

SUBSTANTIVE AMENDMENTS: CAR DEALERSHIP PARKING AND STORAGE

AMENDMENT SUMMARY

SECTION 6-306

Clarify required number of parking spaces calculation for automobile sales and rental land uses.

AMENDMENT EXPLANATION

The goal of this amendment is to reduce automobile sales and rental use requests for a variance or special use permit due to the substantial number of cars in an on-site inventory, with an objective of removing automobile sales and rental inventory from the calculation of off-street parking requirements.

Currently, the Land Development Code (LDC) states that when an applicant requests more than a 20% increase to the required number allocated parking spaces, a variance or a special use modification is needed. Due to automobile sales and rental uses having substantial inventories, a variance or a special use permit is typically required.

This amendment removes a burden for the automobile sales and rental petitioners from making a universal request for modifications from the LDC to accommodate their off-street parking needs.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-306.B REQUIRED NUMBER OF OFF-STREET PARKING SPACES.

...

3. In the event that an applicant demonstrates that a new use, whether in an existing building or new construction, will require more parking spaces than the number allocated under Table 6-306(B), the Development Services Department may authorize up to a ~~twenty percent (20%)~~ increase in the total number of parking spaces permitted on the lot. **This calculation excludes the storage spaces for automobile inventory of vehicles for sale and/or lease by automobile sales and rental land uses.** Any request exceeding a ~~twenty percent (20%)~~ increase in the total number of parking spaces permitted on the lot shall be a variance or modification pursuant to a special use. The Development Services Department may issue such authorization only upon the request of the applicant and only upon determining that the new use will attract more vehicles than the parking lot could otherwise accommodate. (Ord. 2860 – 3/18/96; Amd. Ord. 4373 – 6/2/08; Amd. Ord. 4839 – 9/16/13; Amd. Ord. 5389 – 3/4/19)

...

TECHNICAL AMENDMENT: LOADING SPACES

AMENDMENT SUMMARY

Section 6-306.J.

Adjust discrepancy between the requirements and table 6-306(L)a. to consistent information.

Table 6-306(L)a.

Clarify the heading of the schedule of loading requirements table.

AMENDMENT EXPLANATION

The goal of this amendment is to improve clarity and consistency throughout the Land Development Code (LDC), with an objective of correcting the discrepancy between the requirements in the code and the table 6-306(L)a.

Currently, the LDC vertical clearance requirements do not reflect the table specifying the minimum vertical clearance requirements set forth in the Schedule of Loading Requirements table. Additionally, the aforementioned table is labeled incorrectly.

Due to this inconsistency, the recommendation is to correct the loading requirements to a uniform 12' clearance and modify the table heading to 6-306(J), ensuring consistency and accuracy.

The development community, general public, and Village Staff will benefit from this change for clarity and technical correction.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-306(J). NUMBER, SIZE AND LOCATION OF LOADING SPACES.

...

5. Unless otherwise provided by these regulations, a required loading space shall be at least ~~twelve (12)~~ feet in width by at least ~~twenty-five (25)~~ feet in length, exclusive of aisles and maneuvering space, and shall have a vertical clearance ~~of at least fourteen (14) feet.~~ **dependent on the floor area of the establishment, as displayed in Table 6-306(J)a.**

...

Table 6-306(LJ)a
SCHEDULE OF LOADING REQUIREMENTS

Floor Area of Establishment (sq. ft.)	Required Number	Minimum Size (ft.)	Minimum Vertical Clearance (ft.)
0-10,000	1	12 x 25	12
10,001-25,000	2	12 x 25	12
25,001-40,000	3	12 x 25	15
40,001-100,000	4	12 x 25	15
over 100,000	5*	12 x 25	15

* plus one additional space for every 50,000 sq. ft. of floor area over 150,000.

...

SUBSTANTIVE AMENDMENT: **MODIFY THE ENTITLEMENT REVIEW PROCESS**

AMENDMENT SUMMARY

SECTION 5-101.A.3 General Process

Change the entitlement review process to have final engineering and final landscape plans approved administratively after the Board of Trustees approves a project.

SECTION 5-101.A.3 Appearance Before the Committee of the Whole

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation.

SECTION 5-101.C Public Meeting Sequence with a Public Hearing

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation. Reorganize section in order of new process.

SECTION 5-101.K.4 Review by Development Services Department

Change language to new final approval method and clarify language associated with final engineering reviews.

CHART 5-101.A (A)

Remove chart at end of section as it will no longer correlate with proposed amendments.

AMENDMENT EXPLANATION

The goal of this amendment is to make the development review process more efficient and effective, with an objective of implementing a Lean Enterprise Institute (LEI) recommendation of modifying the timing of the final engineering and final landscaping stages within the entitlements process.

Currently, the Board of Trustees requires staff approval of final engineering and final landscaping before granting project approval. The proposed approach will enable applicants to initially present "80%" -complete plans to the Board of Trustees and subsequently address minor engineering and landscaping details administratively after project approval is granted and the ordinance is passed. This method streamlines the entitlements process, saving the development community time and money, and facilitating a more efficient project progression.

Due to the time and expense associated with preparing final plans without knowing the project will be formally approved by the BOT, staff recommends an approach that will ensure the final plans are in substantial conformance to the "80%" plans referenced in the ordinance. If the final engineering or final landscaping review results in substantial alterations to the Board-approved plans, the petitioner must restart the development review process by republishing for a public hearing and returning to the Plan Commission and Board of Trustees for revision approvals.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 5-101.A. DUE PROCESS.

1. **Purpose.** The purpose of this section is to define and outline the development review procedures that petitioners, government agents, and elected and appointed officials follow for transparent review for development and redevelopment in the Village of Orland Park.

...

3. **General Process.** There are three distinct development review processes which are ~~outlined in Chart 5-101.A (A) at the end of this section. The three processes are~~ summarized as follows:
 - a. Development Requiring Plan Commission and Board of Trustees Review:
 1. Pre-application Review with Village Staff;
 2. Filing of Application and Scheduling Plan Commission Public Hearing;
 3. Plan Commission Review and Recommendation;
 - ~~4. Committee of the Whole and/or Board of Trustees Review;~~
 - ~~5. Final Plan Preparation and Staff Review;~~
 4. ~~6.~~ Committee of the Whole Review (if applicable per Section 5.101.A.4);
 5. ~~7.~~ Board of Trustees Review and Decision-;
 6. **Final Administrative Review and Approval.**

...

4. **Appearance ~~b~~Before Committee of the Whole.** In the case where a petition has received unanimous recommendation from the Plan Commission, and at the discretion of the Director of ~~the~~ Development Services, the requirement to appear before the Committee of the Whole ~~and the Board of Trustees prior to final plan preparation and staff review~~ may be waived, therefore permitting such project to proceed directly to **the Board of Trustees.** ~~final plan preparation and staff review.~~ In such cases where a petition has not received a unanimous recommendation for approval from the Plan Commission, the petition shall proceed from the Plan Commission to the Committee of the Whole. The Committee of the Whole shall then determine if the application should proceed to ~~final plan preparation and review, be forwarded to~~ the Board of Trustees, or be remanded to the Plan Commission for further consideration.

...

SECTION 5-101.C. PUBLIC MEETING SEQUENCE WITH A PUBLIC HEARING

1. Public Meeting at Plan Commission with a Public Hearing.

- a. **Plan Commission.** The Plan Commission shall hold a public hearing in accordance with the provisions of Section [5-101.G](#) below on applications identified in Section [5-101.B.2\(a\)](#). The Plan Commission shall review the report and recommendation of the Development Services Department and testimony given at the public hearing and make a recommendation to the Board of Trustees for approval, approval with conditions, or disapproval. The Plan Commission may also choose to forward to the Board of Trustees without a recommendation.
- b. **~~The Committee of the Whole.~~** The Committee of the Whole, if required by Section [5-101.A.4](#), shall review the plans and documents, the Plan Commission recommendation, and the Development Services Department report and recommendation and shall recommend approval, approval with conditions, or disapproval to the Board of Trustees. If the Committee of the Whole recommends approval or approval with conditions, the Committee of the Whole shall authorize the applicant to proceed to **the Board of Trustees.** ~~final plan preparation and staff review as per paragraph 5-101.C.1c.~~ If the Committee of the Whole recommends denial, the petition will proceed directly to the Board of Trustees. If there are significant changes to the development application, the Committee of the Whole or the Board of Trustees may remand the application to the Plan Commission for further review and recommendation.
- c. **Board of Trustees.** Upon receipt and review of the recommendation of the Plan Commission or Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.
- d. **Village Staff.** Upon receiving approval from the Board of Trustees and prior to the issuance of any permits or occupancies related to the entitlement, Village staff shall review final engineering, site, and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees.

~~**c. Final Plan Preparation and Staff Review.** Upon a positive and unanimous recommendation from the Plan Commission or as per Section 5-101.A.4, the applicant, working with the Development Services Department, shall proceed with preparation and review of final engineering and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees. Concurrently, the Development Services Department shall proceed with preparation of a draft development agreement or annexation agreement as may be applicable. The recommendation of the Plan Commission shall not be scheduled for review by the Committee of the Whole or the Board of Trustees until all final plans are approved by the Development Services Department and the applicable agreement is prepared in draft and is ready for review and approval by the Board of Trustees. (Amd. Ord. 5221 - 9/18/17)~~

~~**d. Committee of the Whole.** Upon staff preparation of applicable draft agreements and determination that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, the development shall proceed to the Committee of the Whole. The Committee of the Whole shall review all pertinent information provided by the Director of Development Services, the Plan Commission, the petitioner, and the testimony and evidence from prior public meetings and hearings and provide a recommendation to the Board of Trustees for approval of the final ordinances and agreements.~~

~~**e. Board Action.** Upon receipt and review of the recommendation of the Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.~~

...

SECTION 5-101.K ROLE OF THE DEVELOPMENT SERVICES DEPARTMENT

...

4. Review by Development Services Department

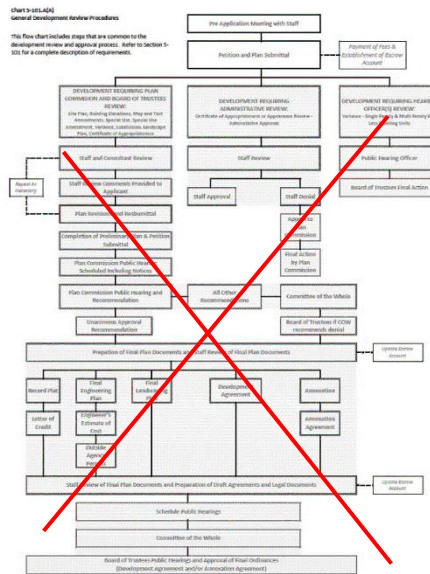
- a. **Application Review.** The Development Services Department shall review the complete application for development approval in accordance with these regulations and particularly with Section [5-105](#), if the development requires a special use permit, Section [5-108](#), if the development requires an amendment to the text of these regulations or the Zoning District Map, Section [5-109](#), if the development requires a variance, Section [5-112](#), for development requirements and subdivision review, and/or Section [5-110](#) and [6-209](#), if the development requires a Certificate of Appropriateness. (Amd. Ord. 4996 - 6/15/15)
- b. **Preliminary Plan Review Process.** The Development Services Department shall review the complete application for development, the preliminary plan, and coordinate the review of the engineering plans associated with the application for development. Preliminary engineering plans shall be approved prior to proceeding to the Plan Commission.
- ~~b. Preliminary Plan Review Process. The Development Services Department shall review the complete application for development and its preliminary plan before proceeding to Plan Commission.~~
- ~~c. Preliminary Engineering Review Process. The Development Services Department shall review the engineering plans associated with the application for development and confirm preliminary engineering acceptance prior to proceeding to the Plan Commission or hold the application from proceeding to Plan Commission until outstanding preliminary engineering items are met.~~
- c. **80% Plan Approval.** Following a recommendation from the Plan Commission or the Committee of the Whole, the Development Services Department will evaluate an 80% plan. An 80% plan is one that is deemed sufficient for Board of Trustees final decision, with no major changes expected. The Development Services Department will oversee the review of the engineering plans related to the development application. Site and engineering plans at the 80% completion stage must receive approval from both the Development Services Department and the Engineering Department before progressing to the Board of Trustees.
- ~~d. Final Plan Review Process. The Development Services Department may continue to review the complete application for development throughout the decision-making process to recommend corrections or amendments to plans pursuant to recommendations by the Plan Commission, the Committee of the Whole, and the Board of Trustees.~~
- d. **Ordinances and Agreements.** The Development Services Department shall coordinate the ordinances and agreements for final approval by the Board of Trustees.
- e. **Final Engineering Plan Review Process.** After approval from the Board of Trustees, the Development Services Department shall coordinate the review of the final engineering plans associated with the application for development to determine that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, and as outlined in the final ordinance or agreement. ~~7. prior to consideration of the final ordinances or agreements by the Board of Trustees.~~
 1. If the final engineering review results in substantial alterations to the plans reviewed during the public hearing by the Plan Commission, and by the Committee of the Whole, approved by the Board of Trustees, then the applicant

shall return to the Plan Commission and restart the development review process, republishing in the event of a petition requiring a public hearing.

- a. Substantial alterations to a final plan shall include but not be limited to things such as:
 - Enlargement of storm water facility sizes;
 - Reductions in setbacks;
 - Construction of or alterations to retaining walls;
 - Changes in street layout/land use;
 - Increases in lot coverage;
 - Changes parking configurations;
 - Changes that result in new or expanded variances or modifications to special use regulations; and
 - Changes to the number of units, building area, or building stories.

GENERAL DEVELOPMENT PROCEDURES

CHART 5-101.A (A)



...

SUBSTANTIVE AMENDMENTS: **MODIFY RESIDENTIAL BEST MANAGEMENT PRACTICES (BMPs)**

AMENDMENT SUMMARY

SECTION 6-201.F. E-1 Estate Residential

SECTION 6-202.F. R-1 Residential

SECTION 6-203.F. R-2 Residential

SECTION 6-203.5.F. R-2A Residential

SECTION 6-204.F. R-3 Residential

SECTION 6-204.5.F. R-3A Residential

SECTION 6-205.F. R-4 Residential

SECTION 6-206.G. RSB Residential and Supporting Business District

Revise maximum lot coverage by removing increased lot coverage allowances through BMPs.

SECTION 6-305.F.2.c. Single-Family Residential Naturalized Landscaping

Remove the Monitoring and Management Plan (M&M Plan) requirements for naturalized landscaping in single-family residential areas.

AMENDMENT EXPLANATION

The goal of these amendments is to mitigate stormwater runoff by establishing maximum lot coverage allowances that are more easily understood by the public and more easily enforced by Village staff, with an objective of setting a maximum coverage percentage and removing the provision of allowing additional lot coverage with the use of Best Management Practices (BMPs).

Per the Land Development Code (LDC), each zoning district has a base lot coverage which can be increased with the use of BMPs such as naturalized landscaping, permeable pavers, and rain barrels. When residents have met the base lot coverage for the zoning district in which they are located, residents opt to utilize BMPs to expand their impervious lot coverage. Tracking the installation and management of BMPs is time-consuming for Development Services staff and the maintenance of the BMPs is tedious for the homeowners. For the increased lot coverage completed without a permit, the Village has the daunting task of retroactively applying BMPs and/or informing the homeowner that some or all of their improvement project must be removed or modified.

Due to the policing and management needs to ensure the BMPs continue to control stormwater runoff, the recommendation is to remove the BMP allowances and establish one maximum lot coverage for each residential zoning district based on the average of the maximum ranges within each zoning district in the existing regulations.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-305-F.2.c. SINGLE-FAMILY NATURALIZED LANDSCAPING. Single-family residential properties that include naturalized landscaping areas that exceed ~~twelve inches (12")~~ **12 inches** in height are exempt from the letter of credit requirements detailed in 6-305.E.3.e Letter of Credit, although a Landscape Plan ~~and an abridged Monitoring and Management Plan (M&M Plan) are~~ **is** still required. The following conditions apply to naturalized landscaping on single-family residential properties:

1. A property owner shall apply to the Development Services Department and receive a written approval of the landscape plan prior to the installation of the naturalized landscaping.

i. The application shall include a plat of survey and a site plan of the single-family lot drawn to scale on a sheet not less than ~~eight and one-half inches by eleven inches (8½" inches ×~~ **by 11" inches**), which contains: the location of property lines; location of structures, fences, existing drainage patterns, and paved areas; location of each natural landscaping area; a list by scientific and common name of species intended to be planted and maintained within each area; and the setback distance of each naturalized landscape area that will be located near any property line. Any proposed soil amendments and levels of shade and sunlight should also be included on the plan.

~~2. An M&M Plan for the near- and long-term maintenance of the naturalized landscape area shall be submitted for review and approval.~~

~~i. The Village document, commonly referred to as "Monitoring and Management Plan for Naturalized Vegetation Areas on Single Family Residential Properties", as amended, shall be used as a template for the completion of a single-family residential naturalized landscape Monitoring and Management Plan. Minor edits to this template may be made by the petitioner; however, the final text of the M&M Plan shall be approved by the Development Services Department.~~

3. It shall be permitted to grow native plants that exceed ~~twelve inches (12")~~ **12 inches** in height within a natural landscaping area, including ferns, grasses, sedges, rushes, forbs, shrubs and trees, in lieu of turf grass lawn in designed and managed natural landscape areas.

4. Natural landscaping shall be permitted in rear or side yards only, and setback at a minimum of ~~three (3) feet~~ **3 feet** of any property line. No setback shall be required where the natural landscaping is separated from adjacent lots by fencing or continuous shrub of ~~three (3) feet~~ **3 feet** or more in height, or where the natural landscape area abuts permitted naturalized landscaping on an adjacent lot.

5. Naturalized landscaping may occupy a maximum of ~~thirty percent (30%)~~ **30 percent** of the total existing open space within the side or rear yards of a single-family residential property.

...

8. Upon installation of a naturalized landscape area, the site shall be inspected by a Village inspector or designee to verify compliance with the approved landscape plan ~~and proper maintenance of the natural landscape area.~~ After a successful inspection, the property owner will be provided with a letter from the Village certifying that the naturalized landscape has been inspected and meets the criteria of this Section. ~~Subsequent inspections shall be performed annually by the Village or designee, or as determined by the Development Services Department.~~

9. Permission for single-family residential natural landscaping may be revoked with cause, such as failure of the owners to manage the areas or to respond to notices of creation of a nuisance or violation of the weed control ordinance.

SECTION 6-201. E-1 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~— a. The base lot coverage allowed by right is not to exceed twenty-five (25)~~ **30%** for the principal structures, pavement, and accessory structures.

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed thirty-five percent (35%).~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

...

SECTION 6-202. R-1 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~— a. The base lot coverage allowed by right is not to exceed thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%):~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage:~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage:~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage:~~

~~— iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

...

SECTION 6-203. R-2 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

v. Non-residential land uses are allowed up to ~~seventy percent (70%)~~ impervious lot coverage by right.

...

SECTION 6-203.5.F. R-2A RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~—a.—~~The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

~~i.~~ An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~—b.—~~ Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).

~~—i.—~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~—ii.—~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~—iii.—~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~—iv.—~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-204.F. R-3 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-204.5.F. R-3A RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-205.F. R-4 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty-five percent (45%)~~ **50%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

ii. For single family attached and multi-family residential uses, ~~sixty percent (60%)~~ **60%** lot coverage is allowed by right.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty-five percent (55%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-206.G. RSB RESIDENTIAL AND SUPPORTING BUSINESS DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.—The base lot coverage allowed by right is not to exceed sixty-five percent (65%)~~ **70%** for the principal structures, pavement, and accessory structures.

~~b.—Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed seventy-five percent (75%).~~

~~i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

~~iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

...

TECHNICAL AMENDMENTS: CLARIFY DRIVEWAY AND DRIVEWAY APRON REGULATIONS

AMENDMENT SUMMARY

Section 3-4-2-6

Clarify the construction requirements for driveways and driveway aprons.

Section 6-306.E.8

Clarify driveway and driveway apron dimensions to be consistent with the information regarding driveways and driveway aprons in the Village Code.

Section 6-406.B.6

Clarify driveway and driveway apron requirements by referencing the Village Code.

AMENDMENT EXPLANATION

The goal of these amendment is to ensure clear communication and consistent application of the driveway and driveway apron regulations, with an objective of describing the dimensions in the Land Development Code (LDC) and having other Village Code and LDC sections recognize other sections by reference.

This substantive amendment will not require existing driveways to change. The Village Code and the LDC have the similar dimensions; however, the Village Code requirements are more descriptive and have the potential to be interpreted differently than the LDC.

The proposed amendments will clarify the appropriate dimensions for the public and Village staff. The Village Code will retain the specifications such as base layers, pavement thickness, etc., while the LDC will retain the zoning-related dimensions such as driveway widths and setbacks.

Due to the inconsistent descriptions of driveway and driveway apron requirements, it is recommended to have one location for each regulation type with references in other sections of the code, as-needed.

Please note that this amendment includes a change in the Village Code regulations in addition to the LDC. In addition, a follow-up to these amendments may occur in the future after Engineering and Planning staff review the specifications in the Village Code and LDC, and consider increasing the maximum 2-car garage driveway width from 20' to 21'.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 3-4-2-6 CONSTRUCTION SPECIFICATION AND REQUIREMENTS

...

Widths: ~~The maximum width for driveways for single family residences including circle drives shall be ten feet (10') at the sidewalk line and sixteen feet (16') at the curb; provided, that where a two-car or three-car garage is located within thirty feet (30') of the property line, the driveway shall not exceed twenty feet (20') at the sidewalk line or twenty-six feet (26') at the curb or thirty (30) feet at the sidewalk line and thirty-six (36) feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property. The maximum width for driveways for all other uses shall be as approved by the Board of Trustees upon recommendation by the Department of Engineering.~~ The maximum width shall be in accordance with Section 6-406.B.

...

Driveway Aprons: ~~Single family residential driveway aprons shall have a maximum width of ten (10) feet for one-car driveways, and a maximum width of twenty (20) feet for two-car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a width three (3) feet greater at the curb line.~~ All residential aprons shall have a minimum concrete thickness of six (6) inches and a granular bedding base of two (2) inches. Multi-family development business, office research, and industrial district driveway aprons shall be constructed with ten (10) foot radius returns unless otherwise required by the Department of Engineering.

...

SECTION 6-306.E.8 OFF-STREET PARKING AND LOADING REQUIREMENTS

...

- a. Passenger Automobile parking is not permitted in any required side setback in a residential district. Passenger automobile parking is permitted in the driveway of the required corner side yard setback with a ~~twenty (20)~~ 20-foot minimum driveway length, excluding right-of-way and sidewalks. No open off-street parking serving a residential use in a non-required side setback shall be located nearer than ~~five (5)~~ 5 feet to a principal residential building. (Ord.2959-11/18/96)

...

SECTION 6-406.B. SIDEWALKS, DRIVEWAYS, AND PARKING LOTS

...

6. Widths and Lengths. ~~Single-family residential driveways and driveway aprons shall have a maximum width of twenty (20) feet for one (1) car garages, twenty-six (26) feet for two (2) car garages, and thirty-six (36) feet for three (3) car garages.~~ **The maximum width for driveways for single family residences including circle drives shall be 10 feet at the sidewalk line and 16 feet at the curb; provided, that where a two-car or three-car garage is located within 30 feet of the property line, the driveway shall not exceed 20 feet at the sidewalk line or 26 feet at the curb, or 30 feet at the sidewalk line and 36 feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property.** The maximum width of a driveway is applicable to the entire driveway length between the building line and sidewalk. **Single family residential driveway aprons shall have a maximum width of ten feet 10 feet for one-car driveways, a maximum width of 20 feet for two-car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a maximum width of 3 feet to either side at the curb line.** ~~The maximum width of a driveway apron is applicable to the entire driveway length between the sidewalk and the street. The maximum width for driveway lane for single family residences shall be forty (40) percent of the lot width up to thirty six (36) feet, applicable to the entire driveway length between the building line and curb line. The maximum width for circle driveway lane shall be twenty (20) feet, applicable to the entire driveway length between the building line and curb line.~~ The minimum driveway length shall be ~~eighteen (18)~~ **18** feet, excluding right-of-way and sidewalks. No driveway shall encroach upon any portion of the parkway in front of the adjoining parkway. **Driveways and driveway aprons also must adhere to construction specifications and requirements in section 3-4-2-6 of the Village Code.** The maximum width for driveways **and driveway aprons** for all other uses shall be as approved by the Board of Trustees upon recommendation of the Engineering Department. (Ord. 2959 – 11/18/96; Amd. Ord. 3281 – 8/16/99; Amd. Ord. 5061 1/26/16; Amd. Ord. 5126 9/19/16; Amd. Ord. 5653 - 11/1/21)

...

SUBSTANTIVE AMENDMENT: ADD A NEW PERMITTED USE TO THE OPEN SPACE DISTRICT

AMENDMENT SUMMARY

SECTION 2-102. Definitions

Add and define “civic and fraternal non-profit organization”.

SECTION 6-213. Open Space District

Amend language to add new permitted uses to the Open Space (OS) zoning district.

AMENDMENT EXPLANATION

The goal of this amendment is allow other recreational opportunities in the Land Development Code (LDC), with an objective to add an additional permitted use to the OS district that supports recreation and park activities.

The proposed amendment seeks to allow for *civic and fraternal non-profit organization* as a permitted use in the OS district. The Comprehensive Plan emphasizes that gathering spaces and recreational areas are appropriate for the OS district. Civic and fraternal organizations play a significant role in enhancing and fostering community engagement, and align with the core objectives of the OS district. It is important to note that this amendment is designed to accommodate civic and fraternal non-profit organizations, without specifying any particular organization, to maintain inclusivity and flexibility.

Due to community-focused and non-profit organizations contributing to the well-being of the community and its residents; promoting community engagement, social gatherings, and recreational activities; and catering to the needs of a diverse range of community-focused initiatives, it is recommended a *civic and fraternal non-profit organization* land use be added as a permitted use in the OS district.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 2-102. Definitions.

...

Civic and Fraternal Non-Profit Organization means any local community affairs entity or group of people organized for a common purpose that is not maintained for the purpose of making a profit.

...

SECTION 6-213. OPEN SPACE DISTRICT

A. **Purpose.** The purpose of the Open Space District is to protect the Village's parks, natural areas, retention ponds, detention basins, **civic and fraternal non-profit organizations**, and open space corridor connections. It is also to ensure permanent access to outdoor recreation, ~~and~~ natural areas, **and other recreational opportunities** for residents in all neighborhoods and to enhance the value of nearby properties. (Amd. Ord. 5822 - 7/17/23)

B. **Permitted Uses.** The following uses may be established as permitted uses in the Open Space District, in accordance with the procedures established in Sections 5-101 through 5-104:

1. Public recreational facilities including playgrounds, public swimming pools, playing fields, trails, sports activities, outdoor amphitheaters, camping areas, picnicking areas, boating areas, fishing activities, golf courses, **civic and fraternal non-profit organizations**, and accessory uses such as related parking, washrooms, storage, etc.

...

C. **Prohibited Uses.** The following uses are prohibited as they would conflict with the purpose of protecting parks and natural areas:

1. Any private development of structures or facilities; the exception is cemetery and ComEd facilities as stated above;

2. Any public facilities unrelated to the operation or protection of parks, natural areas, **civic and fraternal non-profit organizations for the benefit of the public**, and retention/detention facilities.

...

..T

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE VILLAGE OF ORLAND PARK, AS AMENDED

..B

WHEREAS, the Corporate Authorities of the Village of Orland Park, an Illinois home rule municipality, have on February 8, 1991, adopted a Land Development Code (“the Code”) and zoning map; and

WHEREAS, amendments to the Code are adopted from time to time to ensure that the Code is up to date and responsive to community needs; and

WHEREAS, the Plan Commission of the Village held a public hearing on November 21, 2023 on whether the proposed amendments should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said hearing in the Daily Southtown, a newspaper of general circulation in this Village; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendation that the proposed amendments to Section 3-4-2-6 of the Village Code and Sections 6-306 and 6-406 of the Land Development Code of the Village be made, and this Board of Trustees has duly considered said report and findings and recommendations; and

WHEREAS, the President and Board of Trustees of the Village of Orland Park have determined that it is in the best interests of the Village and its residents to update the aforementioned sections of the Land Development Code in order to bring it in line with surrounding communities and the Village’s needs;

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1: This Board finds and determines that the adoption of the following amendments to the Land Development Code of the Village of Orland Park is in the best interests of the Village and its residents, is in the public interest, constitutes an improvement to the Land Development Code of the Village of Orland Park, and is in keeping with the spirit and in furtherance of the purpose of the Land Development Code of the Village of Orland Park, as set forth in Section 1-102 thereof.

SECTION 2: Section 3-4-2-6 of the Village of Orland Park Village Code shall be amended as follows (deleted language marked with strikethrough, and new language marked with underlining):

Widths: ~~The maximum width for driveways for single family residences including circle drives shall be ten feet (10') at the sidewalk line and sixteen feet (16') at the curb; provided, that where a two-car or three-car garage is located within thirty feet (30') of the property line, the driveway shall not exceed twenty feet (20') at the sidewalk line or twenty-six feet (26') at the curb or thirty (30) feet at the sidewalk line and thirty-six (36) feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property. The maximum width for driveways for all other uses shall be as approved by the Board of Trustees upon recommendation by the Department of Engineering. The maximum width shall be in accordance with Section 6-406.B.~~

Driveway Aprons: ~~Single family residential driveway aprons shall have a maximum width of ten (10) feet for one car driveways, and a maximum width of twenty (20) feet for two car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a width three (3) feet greater at the curb line.~~ All residential aprons shall have a minimum concrete thickness of six (6) inches and a granular bedding base of two (2) inches. Multi-family development business, office research, and industrial district driveway aprons shall be constructed with ten (10) foot radius returns unless otherwise required by the Department of Engineering.

SECTION 3: Article 6, Section 6-306(E)(8) shall hereby be repealed and replaced with the following (deleted language marked with strikethrough, and new language marked with underlining):

8. **Side Setbacks:**

- a. Passenger Automobile parking is not permitted in any required side setback in a residential district. Passenger automobile parking is permitted in the driveway of the required corner side yard setback with a ~~twenty (20)~~ 20-foot minimum driveway length, excluding right-of-way and sidewalks. No open off-street parking serving a residential use in a non-required side setback shall be located nearer than ~~five (5)~~ 5 feet to a principal residential building.
- b. Parking may be permitted in the side setback of a nonresidential district. However, where the nonresidential district abuts a residential district, parking shall not be permitted in the side setback.
- c. Parking may be permitted in the side setback of a lot that abuts a railroad right-of-way.

SECTION 4: Article 6, Section 6-406(B)(6) shall hereby be repealed and replaced with the following (deleted language marked with strikethrough, and new language marked with underlining):

6. ~~Widths and Lengths: Single family residential driveways and driveway aprons shall have a maximum width of twenty (20) feet for one (1) car garages, twenty six (26) feet for two (2) car garages, and thirty six (36) feet for three (3) car garages. The maximum width for driveways for single family residences including circle drives shall 10 feet at the sidewalk line and 16 feet at the curb; provided, that where a two-car or three-car garage is located within 30 feet of the property line, the driveway shall not exceed 20 feet at the sidewalk line or 26 feet at the curb, or 30 feet at the sidewalk line and 36 feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property. The maximum width of a driveway is applicable to the entire driveway length between the building line and sidewalk. Single family residential driveway aprons shall have a maximum width of ten feet 10 feet for one-car driveways, a maximum width of 20 feet for two-car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a maximum width of 3 feet to either side at the curb line. The maximum width of a driveway apron is applicable to the entire driveway length between the sidewalk and the street. The maximum width for driveway lane for single family residences shall be forty (40) percent of the lot width up to thirty six (36) feet, applicable to the entire driveway length between the building line and curb line. The maximum width for circle driveway lane shall be twenty (20) feet, applicable to the entire driveway length between the building line and curb line. The minimum driveway~~

length shall be ~~eighteen (18)~~ 18 feet, excluding right-of-way and sidewalks. No driveway shall encroach upon any portion of the parkway in front of the adjoining parkway. Driveways and driveway aprons also must adhere to construction specifications and requirements in section 3-4-2-6 of the Village Code. The maximum width for driveways and driveway aprons for all other uses shall be as approved by the Board of Trustees upon recommendation of the Engineering Department.

SECTION 5: To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to Sections that need to be amended or deleted within the Orland Park Village Code, as amended, as a consequence of the above Code Amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

SECTION 6: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 7: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 8: Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Orland Park Land Development Code, as amended, shall remain in full force and effect.

SECTION 9: This Ordinance shall be in full force and effect from and after its adoption and publication in pamphlet form as provided by law.

SECTION 10: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

REQUEST FOR ACTION REPORT

File Number: **2023-0998**
Orig. Department: **Development Services Department**
File Name: **Land Development Code - Substantive Amendment: Modify Residential Best Management Practices (BMPs)**

BACKGROUND:

AMENDMENT SUMMARY

SECTION 6-305.F.2.c. Single-Family Residential Naturalized Landscaping
Remove the Monitoring and Management Plan (M&M Plan) requirements for naturalized landscaping in single-family residential areas

SECTION 6-201.F. E-1 Estate Residential
SECTION 6-202.F. R-1 Residential
SECTION 6-203.F. R-2 Residential
SECTION 6-203.5.F. R-2A Residential
SECTION 6-204.F. R-3 Residential
SECTION 6-204.5.F. R-3A Residential
SECTION 6-205.F. R-4 Residential
SECTION 6-206.G RSB Residential and Supporting Business District

Revise maximum lot coverage by removing increased lot coverage allowances through BMPs.

AMENDMENT EXPLANATION

The goal of these amendments is to mitigate stormwater runoff by establishing maximum lot coverage allowances that are more easily understood by the public and more easily enforced by Village staff, with an objective of setting a maximum coverage percentage and removing the provision of allowing additional lot coverage with the use of Best Management Practices (BMPs).

Per the Land Development Code (LDC), each zoning district has a base lot coverage which can be increased with the use of BMPs such as naturalized landscaping, permeable pavers, and rain barrels. When residents have met the base lot coverage for the zoning district in which they are located, residents opt to utilize BMPs to expand their impervious lot coverage. Tracking the installation and management of BMPs is time-consuming for Development Services staff and the maintenance of the BMPs is tedious for the homeowners. For the increased lot coverage completed without a permit, the Village has the daunting task of retroactively applying BMPs and/or informing the homeowner that some or all of their improvement project must be removed or modified.

Due to the policing and management needs to ensure the BMPs continue to control stormwater runoff, the recommendation is to remove the BMP allowances and establish one maximum lot coverage for each residential zoning district based on the average of the maximum ranges within each zoning district in the existing regulations.

On December 18, this item was reviewed by the Committee of the Whole, recommended for approval,

and referred to the Village Board of Trustees for consideration.

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve case number 2023-0998, also known as Substantive Amendments: Modify Residential Best Management Practices (BMP's);

AND

I move to adopt an Ordinance entitled: AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE VILLAGE OF ORLAND PARK, AS AMENDED.

THIS PART IS FOR REFERENCE ONLY (NOT NECESSARY TO BE READ)

I move to approve the Land Development Code Amendments for Sections 6-305.F.2.c, 6-201.F, 6-202.F, 6-203.F, 6-203.5.F, 6-204.F, 6-204.5.F, 6-205.F, 6-206.G as presented in the attached amendment report titled "11/21/23 Land Development Code Amendment Report" dated November 15, 2023.

MAYOR

Keith Pekau

VILLAGE CLERK

Patrick R. O’Sullivan

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
orlandpark.org



**ORLAND
PARK**

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Amendment Report to the Board of Trustees

Project: 11/7/23 and 11/21/2023 Land Development Code Amendments

Prepared By: Development Services Department

SUBSTANTIVE AMENDMENT: CHANGE PUBLIC HEARING NOTICE MAILING REQUIREMENTS

AMENDMENT SUMMARY

SECTION 5-101.G.2.b

Amend the language to eliminate the certified mail mandate for public hearing notifications and replace it with the use of first-class mail.

AMENDMENT EXPLANATION

The goal of this amendment is to change the notification requirements for public hearings to better inform property owners within 300’ of a development change. The objective of changing this requirement is to reduce the time and cost burden on applicants who are sending out public hearing notices. Our current process is to have applicants send out certified mail to all property owners within 300’ of a proposed development change and sign an affidavit prior to the public hearing for the case.

Due to the rising costs associated with certified mail, priced at \$8.10 per envelope, and that certified mail cards often go unsigned at the post office, we are proposing to change the process to require first class mail to be sent in place of certified mail. First class mail costs \$0.66 per envelope and does not require a signature from each property owner, meaning that less mail will end up unsigned at the post office and more neighbors will be notified of the proposed request.

In addition to sending out first class mail, the applicant will be required to obtain a certificate of mailing receipt from the post office. The certificate of mailing receipt proves that the notification letters were sent out in a timely manner in accordance with the Illinois State Statute for public hearing notices. The affidavit for the public hearing notice must still be signed and notarized prior to the Plan Commission meeting.

Finally, the applicant must provide a list of addresses located within the 300’ notification radius. This step identifies the property owners obligated to receive a notification letter.

This amendment seeks to change public hearing notifications for property owners within a 300’ radius of the proposed requests by transitioning from certified mail to first class mail with additional documentation. This change not only reduces financial and logistical burdens on applicants but also mitigates the risk of mail going unsigned at the post office. The additional requirement of a certificate of mailing receipt and an address list within the notification buffer further ensures a timely and effective notification process. The proposed amendment complies with the Illinois Statute for public hearing notifications.

PLAN COMMISSION RECOMMENDATION As presented.

PROPOSED AMENDMENT TEXT

SECTION 5-101.G.2.b Notification Requirements.

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2. It is the petitioner's/applicant's responsibility to send a copy of the notice by **certified first-class** mail ~~with return receipt requested~~ to each of the owners of record of adjacent properties and within 300 feet of any property upon which development is proposed. ~~The petitioner/ applicant must also retain the certified mail receipts for a period of no less than seven (7) years from the final Village Board action on the proposal.~~

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5. It is the petitioner's/applicant's responsibility to submit a notarized affidavit, **list of addressed to be notified, and a certificate of mailing from the United States Post Office** to staff prior to or at the Plan Commission meeting confirming that all requirements listed above have been met.

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SUBSTANTIVE AMENDMENT: REMOVE NET BUILDABLE ACRES FROM DENSITY CALCULATION

AMENDMENT SUMMARY

SECTION 2-102

Amend regulations to remove net buildable acres from the Land Development Code (LDC).

AMENDMENT EXPLANATION

The goal of this amendment is to change the calculation method for density with an objective of eliminating unnecessary obstacles to residential development.

Currently, density is calculated based on net buildable acres, which deducts certain areas like utility easements, parks, and wetlands from a subject site's overall density. This method makes it cumbersome for developers dealing with limited available land and additional land use restrictions to understand the development potential prior to spending thousands of dollars preparing a proposal package and petitioning the village for an entitlement approval.

This amendment is proposed because of an increase in rainfall data and MWRD requirements has resulted in stricter stormwater mitigation standards. Conceptual plans for developments, particularly those with stormwater management needs or on-site wetlands, are consistently rejected for being too dense after a significant amount of time and money have already been invested in a project.

Such plans would meet LDC standards if the density definition did not include the detention pond or wetland area in the density calculation. This change can help reduce the number of requested variances and modifications to our code in relating to setbacks and density.

The proposed shift to a gross density calculation involves considering the total land area of a subject site without deducting these elements, offering a practical and straightforward solution which also supports investment. This adjustment optimizes land use while adhering to code requirements and accommodating evolving housing preferences, such as an increasing demand for single-family attached homes.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 2-102. DEFINITIONS

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Density is defined as the number of dwelling units per ~~Net Buildable Acres~~ **acre** on **the a subject** site. (Ord. 4096 – 12/5/05)

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~~**Net Buildable Acres** means lands within one (1) site that are contiguous and accessible by the same local or internal road system. Net Buildable Acres shall be calculated by deducting the following from the Gross Acreage of Land: (Ord. 4096 – 12/5/05)~~

~~— 1. 50% of Com Ed easement if owned by the petitioner and the space serves as a public open space amenity;~~

~~— 2. 50% of land required for a Park or School dedication;~~

~~— 3. Perimeter road right-of-way dedication;~~

~~— 4. Floodplain that must be conserved;~~

~~— 5. Detention and retention areas up to the high water level; and (Ord. 4434 – 12/1/08)~~

~~— 6. Wetlands that must be conserved either by Federal, State or Local requirements. (Ord. 4434 – 12/1/08)~~

~~**Net Buildable Acreage** can include:~~

~~— 1. Private and common open space;~~

~~— 2. Internal roads, bikepaths and dedicated transitways;~~

~~— 3. Environmental and historic areas conserved that would otherwise be buildable; and~~

~~— 4. Underground utility easements that may be usable for yard space.~~

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SUBSTANTIVE AMENDMENT: CHANGE SOLAR PANEL REVIEW PROCESS

AMENDMENT SUMMARY

SECTION 6-314 ENVIRONMENTAL CLEAN TECHNOLOGY

Amend the Land Development Code (LDC) to remove Appearance Review requirements for single family residential rooftop solar panels.

AMENDMENT EXPLANATION

The goal is to revise the regulations for the Environmental Clean Technology (ECT) Appearance Review with an objective of simplifying the solar panel review process for both residents and staff. Initially, solar panels required Special Use Permits approved by the Village Board due to the uncertainty of the technology and potential impact on neighbors. However, the process was changed to a the review process because these concerns were unfounded, but there still were changes to the exterior of homes.

The proposed amendment eliminates the need for Appearance Reviews specifically for residential flush-mounted rooftop solar panels, which consistently adhere to all other LDC requirements. We are changing this now because virtually all solar panels are surface-mounted and parallel to the sloped roof surface.

This amendment is intended to streamline the review process, creating less paperwork for residents, and freeing up considerable staff time and resources, as all tasks associated with the Appearance Review are already addressed during the permit review for residential solar panels. This amendment will also enhance staff efficiency and enable more timely reviews of other permit applications and development petitions.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-314.B. ENVIRONMENTAL CLEAN TECHNOLOGY REVIEW AND APPROVAL PROCESS.

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1. **Application.** Except for residential flush-mounted rooftop solar panels, All petitioners seeking to construct or install an ECT must submit a complete Appearance Review application to the Development Services Department concurrently with a building permit application. ECT projects accessory to buildings or structures in the Old Orland Historic District or an Orland Park Landmark shall submit a complete Certificate of Appropriateness (COA) application to the Development Services Department concurrently with a building permit application. All ECT projects shall be reviewed in accordance with the regulations of this Section.
2. **Administrative Review.** Per this subsection, the following ECT projects shall be reviewed and approved administratively via an Appearance Review by the Development Services Department, in accordance with Section [5-106](#) (Appearance Review):
 - a. Solar Energy Systems (SES).

b. Geothermal Energy Systems (GES).

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SUBSTANTIVE AMENDMENTS: CAR DEALERSHIP PARKING AND STORAGE

AMENDMENT SUMMARY

SECTION 6-306

Clarify required number of parking spaces calculation for automobile sales and rental land uses.

AMENDMENT EXPLANATION

The goal of this amendment is to reduce automobile sales and rental use requests for a variance or special use permit due to the substantial number of cars in an on-site inventory, with an objective of removing automobile sales and rental inventory from the calculation of off-street parking requirements.

Currently, the Land Development Code (LDC) states that when an applicant requests more than a 20% increase to the required number allocated parking spaces, a variance or a special use modification is needed. Due to automobile sales and rental uses having substantial inventories, a variance or a special use permit is typically required.

This amendment removes a burden for the automobile sales and rental petitioners from making a universal request for modifications from the LDC to accommodate their off-street parking needs.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-306.B REQUIRED NUMBER OF OFF-STREET PARKING SPACES.

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3. In the event that an applicant demonstrates that a new use, whether in an existing building or new construction, will require more parking spaces than the number allocated under Table 6-306(B), the Development Services Department may authorize up to a ~~twenty percent (20%)~~ increase in the total number of parking spaces permitted on the lot. **This calculation excludes the storage spaces for automobile inventory of vehicles for sale and/or lease by automobile sales and rental land uses.** Any request exceeding a ~~twenty percent (20%)~~ increase in the total number of parking spaces permitted on the lot shall be a variance or modification pursuant to a special use. The Development Services Department may issue such authorization only upon the request of the applicant and only upon determining that the new use will attract more vehicles than the parking lot could otherwise accommodate. (Ord. 2860 – 3/18/96; Amd. Ord. 4373 – 6/2/08; Amd. Ord. 4839 – 9/16/13; Amd. Ord. 5389 – 3/4/19)

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TECHNICAL AMENDMENT: LOADING SPACES

AMENDMENT SUMMARY

Section 6-306.J.

Adjust discrepancy between the requirements and table 6-306(L)a. to consistent information.

Table 6-306(L)a.

Clarify the heading of the schedule of loading requirements table.

AMENDMENT EXPLANATION

The goal of this amendment is to improve clarity and consistency throughout the Land Development Code (LDC), with an objective of correcting the discrepancy between the requirements in the code and the table 6-306(L)a.

Currently, the LDC vertical clearance requirements do not reflect the table specifying the minimum vertical clearance requirements set forth in the Schedule of Loading Requirements table. Additionally, the aforementioned table is labeled incorrectly.

Due to this inconsistency, the recommendation is to correct the loading requirements to a uniform 12' clearance and modify the table heading to 6-306(J), ensuring consistency and accuracy.

The development community, general public, and Village Staff will benefit from this change for clarity and technical correction.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-306(J). NUMBER, SIZE AND LOCATION OF LOADING SPACES.

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5. Unless otherwise provided by these regulations, a required loading space shall be at least ~~twelve (12)~~ feet in width by at least ~~twenty-five (25)~~ feet in length, exclusive of aisles and maneuvering space, and shall have a vertical clearance ~~of at least fourteen (14) feet.~~ **dependent on the floor area of the establishment, as displayed in Table 6-306(J)a.**

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Table 6-306(LJ)a
SCHEDULE OF LOADING REQUIREMENTS

Floor Area of Establishment (sq. ft.)	Required Number	Minimum Size (ft.)	Minimum Vertical Clearance (ft.)
0-10,000	1	12 x 25	12
10,001-25,000	2	12 x 25	12
25,001-40,000	3	12 x 25	15
40,001-100,000	4	12 x 25	15
over 100,000	5*	12 x 25	15

* plus one additional space for every 50,000 sq. ft. of floor area over 150,000.

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SUBSTANTIVE AMENDMENT: **MODIFY THE ENTITLEMENT REVIEW PROCESS**

AMENDMENT SUMMARY

SECTION 5-101.A.3 General Process

Change the entitlement review process to have final engineering and final landscape plans approved administratively after the Board of Trustees approves a project.

SECTION 5-101.A.3 Appearance Before the Committee of the Whole

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation.

SECTION 5-101.C Public Meeting Sequence with a Public Hearing

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation. Reorganize section in order of new process.

SECTION 5-101.K.4 Review by Development Services Department

Change language to new final approval method and clarify language associated with final engineering reviews.

CHART 5-101.A (A)

Remove chart at end of section as it will no longer correlate with proposed amendments.

AMENDMENT EXPLANATION

The goal of this amendment is to make the development review process more efficient and effective, with an objective of implementing a Lean Enterprise Institute (LEI) recommendation of modifying the timing of the final engineering and final landscaping stages within the entitlements process.

Currently, the Board of Trustees requires staff approval of final engineering and final landscaping before granting project approval. The proposed approach will enable applicants to initially present "80%" -complete plans to the Board of Trustees and subsequently address minor engineering and landscaping details administratively after project approval is granted and the ordinance is passed. This method streamlines the entitlements process, saving the development community time and money, and facilitating a more efficient project progression.

Due to the time and expense associated with preparing final plans without knowing the project will be formally approved by the BOT, staff recommends an approach that will ensure the final plans are in substantial conformance to the "80%" plans referenced in the ordinance. If the final engineering or final landscaping review results in substantial alterations to the Board-approved plans, the petitioner must restart the development review process by republishing for a public hearing and returning to the Plan Commission and Board of Trustees for revision approvals.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 5-101.A. DUE PROCESS.

1. **Purpose.** The purpose of this section is to define and outline the development review procedures that petitioners, government agents, and elected and appointed officials follow for transparent review for development and redevelopment in the Village of Orland Park.

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3. **General Process.** There are three distinct development review processes which are ~~outlined in Chart 5-101.A (A) at the end of this section. The three processes are~~ summarized as follows:
 - a. Development Requiring Plan Commission and Board of Trustees Review:
 1. Pre-application Review with Village Staff;
 2. Filing of Application and Scheduling Plan Commission Public Hearing;
 3. Plan Commission Review and Recommendation;
 - ~~4. Committee of the Whole and/or Board of Trustees Review;~~
 - ~~5. Final Plan Preparation and Staff Review;~~
 4. ~~6.~~ Committee of the Whole Review (if applicable per Section 5.101.A.4);
 5. ~~7.~~ Board of Trustees Review and Decision-;
 6. **Final Administrative Review and Approval.**

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4. **Appearance ~~b~~Before Committee of the Whole.** In the case where a petition has received unanimous recommendation from the Plan Commission, and at the discretion of the Director of ~~the~~ Development Services, the requirement to appear before the Committee of the Whole ~~and the Board of Trustees prior to final plan preparation and staff review~~ may be waived, therefore permitting such project to proceed directly to **the Board of Trustees.** ~~final plan preparation and staff review.~~ In such cases where a petition has not received a unanimous recommendation for approval from the Plan Commission, the petition shall proceed from the Plan Commission to the Committee of the Whole. The Committee of the Whole shall then determine if the application should proceed to ~~final plan preparation and review, be forwarded to~~ the Board of Trustees, or be remanded to the Plan Commission for further consideration.

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SECTION 5-101.C. PUBLIC MEETING SEQUENCE WITH A PUBLIC HEARING

1. Public Meeting at Plan Commission with a Public Hearing.

- a. **Plan Commission.** The Plan Commission shall hold a public hearing in accordance with the provisions of Section [5-101.G](#) below on applications identified in Section [5-101.B.2\(a\)](#). The Plan Commission shall review the report and recommendation of the Development Services Department and testimony given at the public hearing and make a recommendation to the Board of Trustees for approval, approval with conditions, or disapproval. The Plan Commission may also choose to forward to the Board of Trustees without a recommendation.
- b. **~~The Committee of the Whole.~~** The Committee of the Whole, if required by Section [5-101.A.4](#), shall review the plans and documents, the Plan Commission recommendation, and the Development Services Department report and recommendation and shall recommend approval, approval with conditions, or disapproval to the Board of Trustees. If the Committee of the Whole recommends approval or approval with conditions, the Committee of the Whole shall authorize the applicant to proceed to **the Board of Trustees.** ~~final plan preparation and staff review as per paragraph 5-101.C.1c.~~ If the Committee of the Whole recommends denial, the petition will proceed directly to the Board of Trustees. If there are significant changes to the development application, the Committee of the Whole or the Board of Trustees may remand the application to the Plan Commission for further review and recommendation.
- c. **Board of Trustees.** Upon receipt and review of the recommendation of the Plan Commission or Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.
- d. **Village Staff.** Upon receiving approval from the Board of Trustees and prior to the issuance of any permits or occupancies related to the entitlement, Village staff shall review final engineering, site, and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees.

~~**c. Final Plan Preparation and Staff Review.** Upon a positive and unanimous recommendation from the Plan Commission or as per Section 5-101.A.4, the applicant, working with the Development Services Department, shall proceed with preparation and review of final engineering and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees. Concurrently, the Development Services Department shall proceed with preparation of a draft development agreement or annexation agreement as may be applicable. The recommendation of the Plan Commission shall not be scheduled for review by the Committee of the Whole or the Board of Trustees until all final plans are approved by the Development Services Department and the applicable agreement is prepared in draft and is ready for review and approval by the Board of Trustees. (Amd. Ord. 5221 - 9/18/17)~~

~~**d. Committee of the Whole.** Upon staff preparation of applicable draft agreements and determination that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, the development shall proceed to the Committee of the Whole. The Committee of the Whole shall review all pertinent information provided by the Director of Development Services, the Plan Commission, the petitioner, and the testimony and evidence from prior public meetings and hearings and provide a recommendation to the Board of Trustees for approval of the final ordinances and agreements.~~

~~**e. Board Action.** Upon receipt and review of the recommendation of the Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.~~

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SECTION 5-101.K ROLE OF THE DEVELOPMENT SERVICES DEPARTMENT

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4. Review by Development Services Department

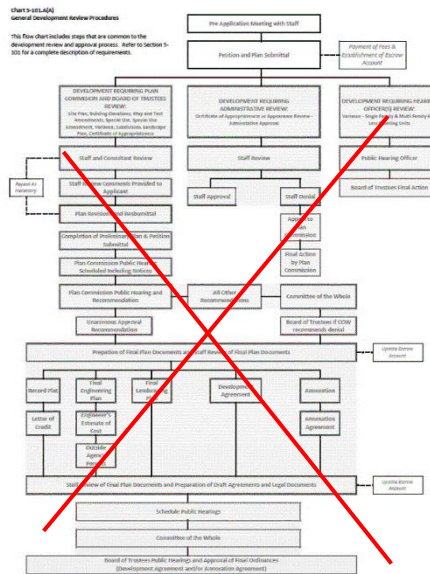
- a. **Application Review.** The Development Services Department shall review the complete application for development approval in accordance with these regulations and particularly with Section [5-105](#), if the development requires a special use permit, Section [5-108](#), if the development requires an amendment to the text of these regulations or the Zoning District Map, Section [5-109](#), if the development requires a variance, Section [5-112](#), for development requirements and subdivision review, and/or Section [5-110](#) and [6-209](#), if the development requires a Certificate of Appropriateness. (Amd. Ord. 4996 - 6/15/15)
- b. **Preliminary Plan Review Process.** The Development Services Department shall review the complete application for development, the preliminary plan, and coordinate the review of the engineering plans associated with the application for development. Preliminary engineering plans shall be approved prior to proceeding to the Plan Commission.
- ~~b. Preliminary Plan Review Process. The Development Services Department shall review the complete application for development and its preliminary plan before proceeding to Plan Commission.~~
- ~~c. Preliminary Engineering Review Process. The Development Services Department shall review the engineering plans associated with the application for development and confirm preliminary engineering acceptance prior to proceeding to the Plan Commission or hold the application from proceeding to Plan Commission until outstanding preliminary engineering items are met.~~
- c. **80% Plan Approval.** Following a recommendation from the Plan Commission or the Committee of the Whole, the Development Services Department will evaluate an 80% plan. An 80% plan is one that is deemed sufficient for Board of Trustees final decision, with no major changes expected. The Development Services Department will oversee the review of the engineering plans related to the development application. Site and engineering plans at the 80% completion stage must receive approval from both the Development Services Department and the Engineering Department before progressing to the Board of Trustees.
- ~~d. Final Plan Review Process. The Development Services Department may continue to review the complete application for development throughout the decision-making process to recommend corrections or amendments to plans pursuant to recommendations by the Plan Commission, the Committee of the Whole, and the Board of Trustees.~~
- d. **Ordinances and Agreements.** The Development Services Department shall coordinate the ordinances and agreements for final approval by the Board of Trustees.
- e. **Final Engineering Plan Review Process.** After approval from the Board of Trustees, the Development Services Department shall coordinate the review of the final engineering plans associated with the application for development to determine that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, and as outlined in the final ordinance or agreement. ~~7. prior to consideration of the final ordinances or agreements by the Board of Trustees.~~
 1. If the final engineering review results in substantial alterations to the plans reviewed during the public hearing by the Plan Commission, and by the Committee of the Whole, approved by the Board of Trustees, then the applicant

shall return to the Plan Commission and restart the development review process, republishing in the event of a petition requiring a public hearing.

- a. Substantial alterations to a final plan shall include but not be limited to things such as:
 - Enlargement of storm water facility sizes;
 - Reductions in setbacks;
 - Construction of or alterations to retaining walls;
 - Changes in street layout/land use;
 - Increases in lot coverage;
 - Changes parking configurations;
 - Changes that result in new or expanded variances or modifications to special use regulations; and
 - Changes to the number of units, building area, or building stories.

GENERAL DEVELOPMENT PROCEDURES

CHART 5-101.A (A)



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SUBSTANTIVE AMENDMENTS: **MODIFY RESIDENTIAL BEST MANAGEMENT PRACTICES (BMPs)**

AMENDMENT SUMMARY

SECTION 6-201.F. E-1 Estate Residential

SECTION 6-202.F. R-1 Residential

SECTION 6-203.F. R-2 Residential

SECTION 6-203.5.F. R-2A Residential

SECTION 6-204.F. R-3 Residential

SECTION 6-204.5.F. R-3A Residential

SECTION 6-205.F. R-4 Residential

SECTION 6-206.G. RSB Residential and Supporting Business District

Revise maximum lot coverage by removing increased lot coverage allowances through BMPs.

SECTION 6-305.F.2.c. Single-Family Residential Naturalized Landscaping

Remove the Monitoring and Management Plan (M&M Plan) requirements for naturalized landscaping in single-family residential areas.

AMENDMENT EXPLANATION

The goal of these amendments is to mitigate stormwater runoff by establishing maximum lot coverage allowances that are more easily understood by the public and more easily enforced by Village staff, with an objective of setting a maximum coverage percentage and removing the provision of allowing additional lot coverage with the use of Best Management Practices (BMPs).

Per the Land Development Code (LDC), each zoning district has a base lot coverage which can be increased with the use of BMPs such as naturalized landscaping, permeable pavers, and rain barrels. When residents have met the base lot coverage for the zoning district in which they are located, residents opt to utilize BMPs to expand their impervious lot coverage. Tracking the installation and management of BMPs is time-consuming for Development Services staff and the maintenance of the BMPs is tedious for the homeowners. For the increased lot coverage completed without a permit, the Village has the daunting task of retroactively applying BMPs and/or informing the homeowner that some or all of their improvement project must be removed or modified.

Due to the policing and management needs to ensure the BMPs continue to control stormwater runoff, the recommendation is to remove the BMP allowances and establish one maximum lot coverage for each residential zoning district based on the average of the maximum ranges within each zoning district in the existing regulations.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-305-F.2.c. SINGLE-FAMILY NATURALIZED LANDSCAPING. Single-family residential properties that include naturalized landscaping areas that exceed ~~twelve inches (12")~~ **12 inches** in height are exempt from the letter of credit requirements detailed in 6-305.E.3.e Letter of Credit, although a Landscape Plan ~~and an abridged Monitoring and Management Plan (M&M Plan) are~~ **is** still required. The following conditions apply to naturalized landscaping on single-family residential properties:

1. A property owner shall apply to the Development Services Department and receive a written approval of the landscape plan prior to the installation of the naturalized landscaping.

i. The application shall include a plat of survey and a site plan of the single-family lot drawn to scale on a sheet not less than ~~eight and one-half inches by eleven inches (8½" inches ×~~ **by 11" inches**), which contains: the location of property lines; location of structures, fences, existing drainage patterns, and paved areas; location of each natural landscaping area; a list by scientific and common name of species intended to be planted and maintained within each area; and the setback distance of each naturalized landscape area that will be located near any property line. Any proposed soil amendments and levels of shade and sunlight should also be included on the plan.

~~2. An M&M Plan for the near- and long-term maintenance of the naturalized landscape area shall be submitted for review and approval.~~

~~i. The Village document, commonly referred to as "Monitoring and Management Plan for Naturalized Vegetation Areas on Single Family Residential Properties", as amended, shall be used as a template for the completion of a single-family residential naturalized landscape Monitoring and Management Plan. Minor edits to this template may be made by the petitioner; however, the final text of the M&M Plan shall be approved by the Development Services Department.~~

3. It shall be permitted to grow native plants that exceed ~~twelve inches (12")~~ **12 inches** in height within a natural landscaping area, including ferns, grasses, sedges, rushes, forbs, shrubs and trees, in lieu of turf grass lawn in designed and managed natural landscape areas.

4. Natural landscaping shall be permitted in rear or side yards only, and setback at a minimum of ~~three (3) feet~~ **3 feet** of any property line. No setback shall be required where the natural landscaping is separated from adjacent lots by fencing or continuous shrub of ~~three (3) feet~~ **3 feet** or more in height, or where the natural landscape area abuts permitted naturalized landscaping on an adjacent lot.

5. Naturalized landscaping may occupy a maximum of ~~thirty percent (30%)~~ **30 percent** of the total existing open space within the side or rear yards of a single-family residential property.

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8. Upon installation of a naturalized landscape area, the site shall be inspected by a Village inspector or designee to verify compliance with the approved landscape plan ~~and proper maintenance of the natural landscape area.~~ After a successful inspection, the property owner will be provided with a letter from the Village certifying that the naturalized landscape has been inspected and meets the criteria of this Section. ~~Subsequent inspections shall be performed annually by the Village or designee, or as determined by the Development Services Department.~~

9. Permission for single-family residential natural landscaping may be revoked with cause, such as failure of the owners to manage the areas or to respond to notices of creation of a nuisance or violation of the weed control ordinance.

SECTION 6-201. E-1 RESIDENTIAL DISTRICT.

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F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~— a. The base lot coverage allowed by right is not to exceed twenty-five (25)~~ **30%** for the principal structures, pavement, and accessory structures.

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed thirty-five percent (35%).~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

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SECTION 6-202. R-1 RESIDENTIAL DISTRICT.

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F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~— a. The base lot coverage allowed by right is not to exceed thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%):~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage:~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage:~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage:~~

~~— iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

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SECTION 6-203. R-2 RESIDENTIAL DISTRICT.

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F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

v. Non-residential land uses are allowed up to ~~seventy percent (70%)~~ impervious lot coverage by right.

...

SECTION 6-203.5.F. R-2A RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~—a.—~~The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

~~i.~~ An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~—b.—~~ Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).

~~—i.—~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~—ii.—~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~—iii.—~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~—iv.—~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-204.F. R-3 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-204.5.F. R-3A RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-205.F. R-4 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty-five percent (45%)~~ **50%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

ii. For single family attached and multi-family residential uses, ~~sixty percent (60%)~~ **60%** lot coverage is allowed by right.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty-five percent (55%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-206.G. RSB RESIDENTIAL AND SUPPORTING BUSINESS DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.—The base lot coverage allowed by right is not to exceed sixty-five percent (65%)~~ **70%** for the principal structures, pavement, and accessory structures.

~~b.—Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed seventy-five percent (75%).~~

~~i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

~~iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

...

TECHNICAL AMENDMENTS: CLARIFY DRIVEWAY AND DRIVEWAY APRON REGULATIONS

AMENDMENT SUMMARY

Section 3-4-2-6

Clarify the construction requirements for driveways and driveway aprons.

Section 6-306.E.8

Clarify driveway and driveway apron dimensions to be consistent with the information regarding driveways and driveway aprons in the Village Code.

Section 6-406.B.6

Clarify driveway and driveway apron requirements by referencing the Village Code.

AMENDMENT EXPLANATION

The goal of these amendment is to ensure clear communication and consistent application of the driveway and driveway apron regulations, with an objective of describing the dimensions in the Land Development Code (LDC) and having other Village Code and LDC sections recognize other sections by reference.

This substantive amendment will not require existing driveways to change. The Village Code and the LDC have the similar dimensions; however, the Village Code requirements are more descriptive and have the potential to be interpreted differently than the LDC.

The proposed amendments will clarify the appropriate dimensions for the public and Village staff. The Village Code will retain the specifications such as base layers, pavement thickness, etc., while the LDC will retain the zoning-related dimensions such as driveway widths and setbacks.

Due to the inconsistent descriptions of driveway and driveway apron requirements, it is recommended to have one location for each regulation type with references in other sections of the code, as-needed.

Please note that this amendment includes a change in the Village Code regulations in addition to the LDC. In addition, a follow-up to these amendments may occur in the future after Engineering and Planning staff review the specifications in the Village Code and LDC, and consider increasing the maximum 2-car garage driveway width from 20' to 21'.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 3-4-2-6 CONSTRUCTION SPECIFICATION AND REQUIREMENTS

...

Widths: ~~The maximum width for driveways for single family residences including circle drives shall be ten feet (10') at the sidewalk line and sixteen feet (16') at the curb; provided, that where a two-car or three-car garage is located within thirty feet (30') of the property line, the driveway shall not exceed twenty feet (20') at the sidewalk line or twenty-six feet (26') at the curb or thirty (30) feet at the sidewalk line and thirty-six (36) feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property. The maximum width for driveways for all other uses shall be as approved by the Board of Trustees upon recommendation by the Department of Engineering.~~ The maximum width shall be in accordance with Section 6-406.B.

...

Driveway Aprons: ~~Single family residential driveway aprons shall have a maximum width of ten (10) feet for one-car driveways, and a maximum width of twenty (20) feet for two-car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a width three (3) feet greater at the curb line.~~ All residential aprons shall have a minimum concrete thickness of six (6) inches and a granular bedding base of two (2) inches. Multi-family development business, office research, and industrial district driveway aprons shall be constructed with ten (10) foot radius returns unless otherwise required by the Department of Engineering.

...

SECTION 6-306.E.8 OFF-STREET PARKING AND LOADING REQUIREMENTS

...

- a. Passenger Automobile parking is not permitted in any required side setback in a residential district. Passenger automobile parking is permitted in the driveway of the required corner side yard setback with a ~~twenty (20)~~ 20-foot minimum driveway length, excluding right-of-way and sidewalks. No open off-street parking serving a residential use in a non-required side setback shall be located nearer than ~~five (5)~~ 5 feet to a principal residential building. (Ord.2959-11/18/96)

...

SECTION 6-406.B. SIDEWALKS, DRIVEWAYS, AND PARKING LOTS

...

6. Widths and Lengths. ~~Single-family residential driveways and driveway aprons shall have a maximum width of twenty (20) feet for one (1) car garages, twenty-six (26) feet for two (2) car garages, and thirty-six (36) feet for three (3) car garages.~~ **The maximum width for driveways for single family residences including circle drives shall be 10 feet at the sidewalk line and 16 feet at the curb; provided, that where a two-car or three-car garage is located within 30 feet of the property line, the driveway shall not exceed 20 feet at the sidewalk line or 26 feet at the curb, or 30 feet at the sidewalk line and 36 feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property.** The maximum width of a driveway is applicable to the entire driveway length between the building line and sidewalk. **Single family residential driveway aprons shall have a maximum width of ten feet 10 feet for one-car driveways, a maximum width of 20 feet for two-car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a maximum width of 3 feet to either side at the curb line.** ~~The maximum width of a driveway apron is applicable to the entire driveway length between the sidewalk and the street. The maximum width for driveway lane for single family residences shall be forty (40) percent of the lot width up to thirty-six (36) feet, applicable to the entire driveway length between the building line and curb line. The maximum width for circle driveway lane shall be twenty (20) feet, applicable to the entire driveway length between the building line and curb line.~~ The minimum driveway length shall be ~~eighteen (18)~~ **18** feet, excluding right-of-way and sidewalks. No driveway shall encroach upon any portion of the parkway in front of the adjoining parkway. **Driveways and driveway aprons also must adhere to construction specifications and requirements in section 3-4-2-6 of the Village Code.** The maximum width for driveways **and driveway aprons** for all other uses shall be as approved by the Board of Trustees upon recommendation of the Engineering Department. (Ord. 2959 – 11/18/96; Amd. Ord. 3281 – 8/16/99; Amd. Ord. 5061 1/26/16; Amd. Ord. 5126 9/19/16; Amd. Ord. 5653 - 11/1/21)

...

SUBSTANTIVE AMENDMENT: ADD A NEW PERMITTED USE TO THE OPEN SPACE DISTRICT

AMENDMENT SUMMARY

SECTION 2-102. Definitions

Add and define “civic and fraternal non-profit organization”.

SECTION 6-213. Open Space District

Amend language to add new permitted uses to the Open Space (OS) zoning district.

AMENDMENT EXPLANATION

The goal of this amendment is allow other recreational opportunities in the Land Development Code (LDC), with an objective to add an additional permitted use to the OS district that supports recreation and park activities.

The proposed amendment seeks to allow for *civic and fraternal non-profit organization* as a permitted use in the OS district. The Comprehensive Plan emphasizes that gathering spaces and recreational areas are appropriate for the OS district. Civic and fraternal organizations play a significant role in enhancing and fostering community engagement, and align with the core objectives of the OS district. It is important to note that this amendment is designed to accommodate civic and fraternal non-profit organizations, without specifying any particular organization, to maintain inclusivity and flexibility.

Due to community-focused and non-profit organizations contributing to the well-being of the community and its residents; promoting community engagement, social gatherings, and recreational activities; and catering to the needs of a diverse range of community-focused initiatives, it is recommended a *civic and fraternal non-profit organization* land use be added as a permitted use in the OS district.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 2-102. Definitions.

...

Civic and Fraternal Non-Profit Organization means any local community affairs entity or group of people organized for a common purpose that is not maintained for the purpose of making a profit.

...

SECTION 6-213. OPEN SPACE DISTRICT

A. **Purpose.** The purpose of the Open Space District is to protect the Village's parks, natural areas, retention ponds, detention basins, **civic and fraternal non-profit organizations**, and open space corridor connections. It is also to ensure permanent access to outdoor recreation, ~~and~~ natural areas, **and other recreational opportunities** for residents in all neighborhoods and to enhance the value of nearby properties. (Amd. Ord. 5822 - 7/17/23)

B. **Permitted Uses.** The following uses may be established as permitted uses in the Open Space District, in accordance with the procedures established in Sections 5-101 through 5-104:

1. Public recreational facilities including playgrounds, public swimming pools, playing fields, trails, sports activities, outdoor amphitheaters, camping areas, picnicking areas, boating areas, fishing activities, golf courses, **civic and fraternal non-profit organizations**, and accessory uses such as related parking, washrooms, storage, etc.

...

C. **Prohibited Uses.** The following uses are prohibited as they would conflict with the purpose of protecting parks and natural areas:

1. Any private development of structures or facilities; the exception is cemetery and ComEd facilities as stated above;

2. Any public facilities unrelated to the operation or protection of parks, natural areas, **civic and fraternal non-profit organizations for the benefit of the public**, and retention/detention facilities.

...

..T

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE VILLAGE OF ORLAND PARK, AS AMENDED

..B

WHEREAS, the Corporate Authorities of the Village of Orland Park, an Illinois home rule municipality, have on February 8, 1991, adopted a Land Development Code (“the Code”) and zoning map; and

WHEREAS, amendments to the Code are adopted from time to time to ensure that the Code is up to date and responsive to community needs; and

WHEREAS, the Plan Commission of the Village held a public hearing on November 21, 2023 on whether the proposed amendments should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said hearing in the Daily Southtown, a newspaper of general circulation in this Village; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendation that the proposed amendments to Section 6-201, 6-202, 6-203, 6-204, 6-205, 6-206, and 6-305 of the Land Development Code of the Village be made, and this Board of Trustees has duly considered said report and findings and recommendations; and

WHEREAS, the President and Board of Trustees of the Village of Orland Park have determined that it is in the best interests of the Village and its residents to update the aforementioned sections of the Land Development Code in order to bring it in line with surrounding communities and the Village’s needs;

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1: This Board finds and determines that the adoption of the following amendments to the Land Development Code of the Village of Orland Park is in the best interests of the Village and its residents, is in the public interest, constitutes an improvement to the Land Development Code of the Village of Orland Park, and is in keeping with the spirit and in furtherance of the purpose of the Land Development Code of the Village of Orland Park, as set forth in Section 1-102 thereof.

SECTION 2: Article 6, Section 6-302(F)(2)(c) shall hereby be amended as follows (deleted language marked with strikethrough, and new language marked with underlining):

c. Single-Family Residential Naturalized Landscaping. Single-family residential properties that include naturalized landscaping areas that exceed ~~twelve inches (12")~~ 12 inches in height are exempt from the letter of credit requirements detailed in 6-305.E.3.e Letter of Credit, although a Landscape Plan ~~and an abridged Monitoring and Management Plan (M&M Plan)~~ are is still required. The following conditions apply to naturalized landscaping on single-family residential properties:

1. A property owner shall apply to the Development Services Department and receive a written approval of the landscape plan prior to the installation of the naturalized landscaping.

i. The application shall include a plat of survey and a site plan of the single-family lot drawn to scale on a sheet not less than ~~eight and one half inches by eleven inches (8½" inches~~ by 11" inches), which contains: the location of property lines; location of structures, fences,

existing drainage patterns, and paved areas; location of each natural landscaping area; a list by scientific and common name of species intended to be planted and maintained within each area; and the setback distance of each naturalized landscape area that will be located near any property line. Any proposed soil amendments and levels of shade and sunlight should also be included on the plan.

~~2. An M&M Plan for the near and long term maintenance of the naturalized landscape area shall be submitted for review and approval.~~

~~i. The Village document, commonly referred to as "Monitoring and Management Plan for Naturalized Vegetation Areas on Single Family Residential Properties", as amended, shall be used as a template for the completion of a single family residential naturalized landscape Monitoring and Management Plan. Minor edits to this template may be made by the petitioner; however, the final text of the M&M Plan shall be approved by the Development Services Department.~~

3. It shall be permitted to grow native plants that exceed ~~twelve inches (12")~~ 12 inches in height within a natural landscaping area, including ferns, grasses, sedges, rushes, forbs, shrubs and trees, in lieu of turf grass lawn in designed and managed natural landscape areas.

4. Natural landscaping shall be permitted in rear or side yards only, and setback at a minimum of ~~three (3) feet~~ 3 feet of any property line. No setback shall be required where the natural landscaping is separated from adjacent lots by fencing or continuous shrub of ~~three (3) feet~~ 3 feet or more in height, or where the natural landscape area abuts permitted naturalized landscaping on an adjacent lot.

5. Naturalized landscaping may occupy a maximum of ~~thirty percent (30%)~~ 30 percent of the total existing open space within the side or rear yards of a single-family residential property.

...

8. Upon installation of a naturalized landscape area, the site shall be inspected by a Village inspector or designee to verify compliance with the approved landscape plan ~~and proper maintenance of the natural landscape area.~~ After a successful inspection, the property owner will be provided with a letter from the Village certifying that the naturalized landscape has been inspected and meets the criteria of this Section. ~~Subsequent inspections shall be performed annually by the Village or designee, or as determined by the Development Services Department.~~

9. Permission for single-family residential natural landscaping may be revoked with cause, such as failure of the owners to manage the areas or to respond to notices of creation of a nuisance or violation of the weed control ordinance.

SECTION 3: Article 6, Section 6-201 (F) (E-1 Residential District) shall hereby be amended as follows (deleted language marked with strikethrough, and new language marked with underlining):

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

a.—1. The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~twenty five (25)~~ 30% for the principal structures, pavement, and accessory structures.

~~b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed thirty five percent (35%).~~

~~i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

SECTION 4: Article 6, Section 6-202 (F) (R-1 Residential District) shall hereby be amended as follows (deleted language marked with strikethrough, and new language marked with underlining):

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a. 1. The base lot coverage allowed by right is not to exceed twenty five (25) 40% for the principal structures, pavement, and accessory structures.~~

~~b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty five percent (45%).~~

~~i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

~~iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

SECTION 5: Article 6, Section 6-203 (F) (R-2 Residential District) shall hereby be amended as follows (deleted language marked with strikethrough, and new language marked with underlining):

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a. The base lot coverage allowed by right is not to exceed thirty five percent (35%) 40% for the principal structures, pavement, and accessory structures.~~

~~i. An additional three percent (3%) impervious lot coverage is allowed for single family homes with side-loaded garages.~~

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty five percent (45%).~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

~~— iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

v. Non-residential land uses are allowed up to ~~seventy percent (70%)~~ impervious lot coverage by right.

SECTION 6: Article 6, Section 6-203.5 (F) (R-2A Residential District) shall hereby be amended as follows (deleted language marked with strikethrough, and new language marked with underlining):

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.—The base lot coverage allowed by right is not to exceed thirty five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty five percent (45%).~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

~~— iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

SECTION 7: Article 6, Section 6-204 (F) (R-3 Residential District) shall hereby be amended as follows (deleted language marked with strikethrough, and new language marked with underlining):

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.—The base lot coverage allowed by right is not to exceed forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

- i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.
- ~~b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~
 - ~~i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~
 - ~~ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~
 - ~~iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~
 - ~~iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

SECTION 8: Article 6, Section 6-204.5 (F) (R-3A Residential District) shall hereby be amended as follows (deleted language marked with strikethrough, and new language marked with underlining):

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.

~~a.~~ The base lot coverage allowed by right is not to exceed ~~forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

- ~~i.~~ An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

- ~~b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~

- ~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

- ~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

- ~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

- ~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

SECTION 9: Article 6, Section 6-205 (F) (R-4 Residential District) shall hereby be amended as follows (deleted language marked with strikethrough, and new language marked with underlining):

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.

~~a.~~ The base lot coverage allowed by right is not to exceed ~~forty five percent (45%)~~ **50%** for the principal structures, pavement, and accessory structures.

- i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.
- ii. For single family attached and multi-family residential uses, ~~sixty percent (60%)~~ **60%** lot coverage is allowed by right.
- ~~b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty five percent (55%).~~
 - ~~i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~
 - ~~ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~
 - ~~iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~
 - ~~iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

SECTION 10: Article 6, Section 6-206 (G) (RSB Residential and Supporting Business District) shall hereby be amended as follows (deleted language marked with strikethrough, and new language marked with underlining):

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

- 1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~
 - a. ~~The base lot coverage allowed by right is not to exceed sixty five percent (65%)~~ 70% for the principal structures, pavement, and accessory structures.
 - ~~b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed seventy five percent (75%).~~
 - ~~i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~
 - ~~ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~
 - ~~iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~
 - ~~iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

SECTION 11: To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to Sections that need to be amended or deleted within the Orland Park Village Code, as amended, as a consequence of the above Code Amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

SECTION 12: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 13: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 14: Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Orland Park Land Development Code, as amended, shall remain in full force and effect.

SECTION 15: This Ordinance shall be in full force and effect from and after its adoption and publication in pamphlet form as provided by law.

SECTION 16: The Village Clerk be and herby is authorized and directed to publish this Ordinance in pamphlet form.

REQUEST FOR ACTION REPORT

File Number:	2023-0997
Orig. Department:	Development Services Department
File Name:	Land Development Code - Substantive Amendment: Modify Entitlements Review Process

BACKGROUND:

AMENDMENT SUMMARY

SECTION 5-101.A.3 General Process

Change the entitlement review process to have final engineering and final landscape plans approved administratively after the Board of Trustees approves a project.

SECTION 5-101.A.3 Appearance Before the Committee of the Whole

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation.

SECTION 5-101.C Public Meeting Sequence with a Public Hearing

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation. Reorganize section in order of new process.

SECTION 5-101.K.4 Review by Development Services Department

Change language to new final approval method and clarify language associated with final engineering reviews.

CHART 5-101.A (A)

Remove chart at end of section as it will no longer correlate with proposed amendments.

AMENDMENT EXPLANATION

The goal of this amendment is to make the development review process more efficient and effective, with an objective of implementing a Lean Enterprise Institute (LEI) recommendation of modifying the timing of the final engineering and final landscaping stages within the entitlements process.

Currently, the Board of Trustees requires staff approval of final engineering and final landscaping before granting project approval. The proposed approach will enable applicants to initially present “80%”-complete plans to the Board of Trustees and subsequently address minor engineering and landscaping details administratively after project approval is granted and the ordinance is passed. This method streamlines the entitlements process, saving the development community time and money, and facilitating a more efficient project progression.

Due to the time and expense associated with preparing final plans without knowing the project will be formally approved by the Board of Trustees, staff recommends an approach that will ensure the final plans are in substantial conformance to the "80%" plans referenced in the ordinance. If the final engineering or final landscaping review results in substantial alterations to the Board-approved plans, the petitioner must restart the development review process by republishing for a public hearing and returning to the Plan Commission and Board of Trustees for revision approvals.

On December 18, this item was reviewed by the Committee of the Whole, recommended for approval, and referred to the Village Board of Trustees for consideration.

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve case number 2023-0997, also known as Substantive Amendment: Modify Entitlement Review Process;

AND

I move to adopt an Ordinance entitled: AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE VILLAGE OF ORLAND PARK, AS AMENDED.

THIS PART IS FOR REFERENCE ONLY (NOT NECESSARY TO BE READ)

I move to approve the Land Development Code Amendments for Sections 5-101.A, 5-101.C, and 5-101.K, as presented in the attached amendment report titled "11/21/23 Land Development Code Amendments" dated November 15, 2023.

MAYOR

Keith Pekau

VILLAGE CLERK

Patrick R. O’Sullivan

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
orlandpark.org



**ORLAND
PARK**

DEVELOPMENT SERVICES

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Sean Kampas

Brian J. Riordan

Joni J. Radaszewski

Amendment Report to the Board of Trustees

Project: 11/7/23 and 11/21/2023 Land Development Code Amendments

Prepared By: Development Services Department

SUBSTANTIVE AMENDMENT: CHANGE PUBLIC HEARING NOTICE MAILING REQUIREMENTS

AMENDMENT SUMMARY

SECTION 5-101.G.2.b

Amend the language to eliminate the certified mail mandate for public hearing notifications and replace it with the use of first-class mail.

AMENDMENT EXPLANATION

The goal of this amendment is to change the notification requirements for public hearings to better inform property owners within 300’ of a development change. The objective of changing this requirement is to reduce the time and cost burden on applicants who are sending out public hearing notices. Our current process is to have applicants send out certified mail to all property owners within 300’ of a proposed development change and sign an affidavit prior to the public hearing for the case.

Due to the rising costs associated with certified mail, priced at \$8.10 per envelope, and that certified mail cards often go unsigned at the post office, we are proposing to change the process to require first class mail to be sent in place of certified mail. First class mail costs \$0.66 per envelope and does not require a signature from each property owner, meaning that less mail will end up unsigned at the post office and more neighbors will be notified of the proposed request.

In addition to sending out first class mail, the applicant will be required to obtain a certificate of mailing receipt from the post office. The certificate of mailing receipt proves that the notification letters were sent out in a timely manner in accordance with the Illinois State Statute for public hearing notices. The affidavit for the public hearing notice must still be signed and notarized prior to the Plan Commission meeting.

Finally, the applicant must provide a list of addresses located within the 300’ notification radius. This step identifies the property owners obligated to receive a notification letter.

This amendment seeks to change public hearing notifications for property owners within a 300’ radius of the proposed requests by transitioning from certified mail to first class mail with additional documentation. This change not only reduces financial and logistical burdens on applicants but also mitigates the risk of mail going unsigned at the post office. The additional requirement of a certificate of mailing receipt and an address list within the notification buffer further ensures a timely and effective notification process. The proposed amendment complies with the Illinois Statute for public hearing notifications.

PLAN COMMISSION RECOMMENDATION As presented.

PROPOSED AMENDMENT TEXT

SECTION 5-101.G.2.b Notification Requirements.

...

2. It is the petitioner's/applicant's responsibility to send a copy of the notice by **certified first-class** mail ~~with return receipt requested~~ to each of the owners of record of adjacent properties and within 300 feet of any property upon which development is proposed. ~~The petitioner/ applicant must also retain the certified mail receipts for a period of no less than seven (7) years from the final Village Board action on the proposal.~~

...

5. It is the petitioner's/applicant's responsibility to submit a notarized affidavit, **list of addressed to be notified, and a certificate of mailing from the United States Post Office** to staff prior to or at the Plan Commission meeting confirming that all requirements listed above have been met.

...

SUBSTANTIVE AMENDMENT: REMOVE NET BUILDABLE ACRES FROM DENSITY CALCULATION

AMENDMENT SUMMARY

SECTION 2-102

Amend regulations to remove net buildable acres from the Land Development Code (LDC).

AMENDMENT EXPLANATION

The goal of this amendment is to change the calculation method for density with an objective of eliminating unnecessary obstacles to residential development.

Currently, density is calculated based on net buildable acres, which deducts certain areas like utility easements, parks, and wetlands from a subject site's overall density. This method makes it cumbersome for developers dealing with limited available land and additional land use restrictions to understand the development potential prior to spending thousands of dollars preparing a proposal package and petitioning the village for an entitlement approval.

This amendment is proposed because of an increase in rainfall data and MWRD requirements has resulted in stricter stormwater mitigation standards. Conceptual plans for developments, particularly those with stormwater management needs or on-site wetlands, are consistently rejected for being too dense after a significant amount of time and money have already been invested in a project.

Such plans would meet LDC standards if the density definition did not include the detention pond or wetland area in the density calculation. This change can help reduce the number of requested variances and modifications to our code in relating to setbacks and density.

The proposed shift to a gross density calculation involves considering the total land area of a subject site without deducting these elements, offering a practical and straightforward solution which also supports investment. This adjustment optimizes land use while adhering to code requirements and accommodating evolving housing preferences, such as an increasing demand for single-family attached homes.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 2-102. DEFINITIONS

...

Density is defined as the number of dwelling units per ~~Net Buildable Acres~~ **acre** on ~~the~~ **a subject** site. (Ord. 4096 – 12/5/05)

...

~~**Net Buildable Acres** means lands within one (1) site that are contiguous and accessible by the same local or internal road system. Net Buildable Acres shall be calculated by deducting the following from the Gross Acreage of Land: (Ord. 4096 – 12/5/05)~~

~~— 1. 50% of Com Ed easement if owned by the petitioner and the space serves as a public open space amenity;~~

~~— 2. 50% of land required for a Park or School dedication;~~

~~— 3. Perimeter road right-of-way dedication;~~

~~— 4. Floodplain that must be conserved;~~

~~— 5. Detention and retention areas up to the high water level; and (Ord. 4434 – 12/1/08)~~

~~— 6. Wetlands that must be conserved either by Federal, State or Local requirements. (Ord. 4434 – 12/1/08)~~

~~**Net Buildable Acreage** can include:~~

~~— 1. Private and common open space;~~

~~— 2. Internal roads, bikepaths and dedicated transitways;~~

~~— 3. Environmental and historic areas conserved that would otherwise be buildable; and~~

~~— 4. Underground utility easements that may be usable for yard space.~~

...

SUBSTANTIVE AMENDMENT: CHANGE SOLAR PANEL REVIEW PROCESS

AMENDMENT SUMMARY

SECTION 6-314 ENVIRONMENTAL CLEAN TECHNOLOGY

Amend the Land Development Code (LDC) to remove Appearance Review requirements for single family residential rooftop solar panels.

AMENDMENT EXPLANATION

The goal is to revise the regulations for the Environmental Clean Technology (ECT) Appearance Review with an objective of simplifying the solar panel review process for both residents and staff. Initially, solar panels required Special Use Permits approved by the Village Board due to the uncertainty of the technology and potential impact on neighbors. However, the process was changed to a the review process because these concerns were unfounded, but there still were changes to the exterior of homes.

The proposed amendment eliminates the need for Appearance Reviews specifically for residential flush-mounted rooftop solar panels, which consistently adhere to all other LDC requirements. We are changing this now because virtually all solar panels are surface-mounted and parallel to the sloped roof surface.

This amendment is intended to streamline the review process, creating less paperwork for residents, and freeing up considerable staff time and resources, as all tasks associated with the Appearance Review are already addressed during the permit review for residential solar panels. This amendment will also enhance staff efficiency and enable more timely reviews of other permit applications and development petitions.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-314.B. ENVIRONMENTAL CLEAN TECHNOLOGY REVIEW AND APPROVAL PROCESS.

...

1. **Application.** Except for residential flush-mounted rooftop solar panels, All petitioners seeking to construct or install an ECT must submit a complete Appearance Review application to the Development Services Department concurrently with a building permit application. ECT projects accessory to buildings or structures in the Old Orland Historic District or an Orland Park Landmark shall submit a complete Certificate of Appropriateness (COA) application to the Development Services Department concurrently with a building permit application. All ECT projects shall be reviewed in accordance with the regulations of this Section.
2. **Administrative Review.** Per this subsection, the following ECT projects shall be reviewed and approved administratively via an Appearance Review by the Development Services Department, in accordance with Section [5-106](#) (Appearance Review):
 - a. Solar Energy Systems (SES).

b. Geothermal Energy Systems (GES).

...

SUBSTANTIVE AMENDMENTS: CAR DEALERSHIP PARKING AND STORAGE

AMENDMENT SUMMARY

SECTION 6-306

Clarify required number of parking spaces calculation for automobile sales and rental land uses.

AMENDMENT EXPLANATION

The goal of this amendment is to reduce automobile sales and rental use requests for a variance or special use permit due to the substantial number of cars in an on-site inventory, with an objective of removing automobile sales and rental inventory from the calculation of off-street parking requirements.

Currently, the Land Development Code (LDC) states that when an applicant requests more than a 20% increase to the required number allocated parking spaces, a variance or a special use modification is needed. Due to automobile sales and rental uses having substantial inventories, a variance or a special use permit is typically required.

This amendment removes a burden for the automobile sales and rental petitioners from making a universal request for modifications from the LDC to accommodate their off-street parking needs.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-306.B REQUIRED NUMBER OF OFF-STREET PARKING SPACES.

...

3. In the event that an applicant demonstrates that a new use, whether in an existing building or new construction, will require more parking spaces than the number allocated under Table 6-306(B), the Development Services Department may authorize up to a ~~twenty percent (20%)~~ increase in the total number of parking spaces permitted on the lot. **This calculation excludes the storage spaces for automobile inventory of vehicles for sale and/or lease by automobile sales and rental land uses.** Any request exceeding a ~~twenty percent (20%)~~ increase in the total number of parking spaces permitted on the lot shall be a variance or modification pursuant to a special use. The Development Services Department may issue such authorization only upon the request of the applicant and only upon determining that the new use will attract more vehicles than the parking lot could otherwise accommodate. (Ord. 2860 – 3/18/96; Amd. Ord. 4373 – 6/2/08; Amd. Ord. 4839 – 9/16/13; Amd. Ord. 5389 – 3/4/19)

...

TECHNICAL AMENDMENT: LOADING SPACES

AMENDMENT SUMMARY

Section 6-306.J.

Adjust discrepancy between the requirements and table 6-306(L)a. to consistent information.

Table 6-306(L)a.

Clarify the heading of the schedule of loading requirements table.

AMENDMENT EXPLANATION

The goal of this amendment is to improve clarity and consistency throughout the Land Development Code (LDC), with an objective of correcting the discrepancy between the requirements in the code and the table 6-306(L)a.

Currently, the LDC vertical clearance requirements do not reflect the table specifying the minimum vertical clearance requirements set forth in the Schedule of Loading Requirements table. Additionally, the aforementioned table is labeled incorrectly.

Due to this inconsistency, the recommendation is to correct the loading requirements to a uniform 12' clearance and modify the table heading to 6-306(J), ensuring consistency and accuracy.

The development community, general public, and Village Staff will benefit from this change for clarity and technical correction.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-306(J). NUMBER, SIZE AND LOCATION OF LOADING SPACES.

...

5. Unless otherwise provided by these regulations, a required loading space shall be at least ~~twelve (12)~~ feet in width by at least ~~twenty-five (25)~~ feet in length, exclusive of aisles and maneuvering space, and shall have a vertical clearance ~~of at least fourteen (14) feet.~~ **dependent on the floor area of the establishment, as displayed in Table 6-306(J)a.**

...

Table 6-306(LJ)a
SCHEDULE OF LOADING REQUIREMENTS

Floor Area of Establishment (sq. ft.)	Required Number	Minimum Size (ft.)	Minimum Vertical Clearance (ft.)
0-10,000	1	12 x 25	12
10,001-25,000	2	12 x 25	12
25,001-40,000	3	12 x 25	15
40,001-100,000	4	12 x 25	15
over 100,000	5*	12 x 25	15

* plus one additional space for every 50,000 sq. ft. of floor area over 150,000.

...

SUBSTANTIVE AMENDMENT: MODIFY THE ENTITLEMENT REVIEW PROCESS

AMENDMENT SUMMARY

SECTION 5-101.A.3 General Process

Change the entitlement review process to have final engineering and final landscape plans approved administratively after the Board of Trustees approves a project.

SECTION 5-101.A.3 Appearance Before the Committee of the Whole

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation.

SECTION 5-101.C Public Meeting Sequence with a Public Hearing

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation. Reorganize section in order of new process.

SECTION 5-101.K.4 Review by Development Services Department

Change language to new final approval method and clarify language associated with final engineering reviews.

CHART 5-101.A (A)

Remove chart at end of section as it will no longer correlate with proposed amendments.

AMENDMENT EXPLANATION

The goal of this amendment is to make the development review process more efficient and effective, with an objective of implementing a Lean Enterprise Institute (LEI) recommendation of modifying the timing of the final engineering and final landscaping stages within the entitlements process.

Currently, the Board of Trustees requires staff approval of final engineering and final landscaping before granting project approval. The proposed approach will enable applicants to initially present "80%" -complete plans to the Board of Trustees and subsequently address minor engineering and landscaping details administratively after project approval is granted and the ordinance is passed. This method streamlines the entitlements process, saving the development community time and money, and facilitating a more efficient project progression.

Due to the time and expense associated with preparing final plans without knowing the project will be formally approved by the BOT, staff recommends an approach that will ensure the final plans are in substantial conformance to the "80%" plans referenced in the ordinance. If the final engineering or final landscaping review results in substantial alterations to the Board-approved plans, the petitioner must restart the development review process by republishing for a public hearing and returning to the Plan Commission and Board of Trustees for revision approvals.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 5-101.A. DUE PROCESS.

1. **Purpose.** The purpose of this section is to define and outline the development review procedures that petitioners, government agents, and elected and appointed officials follow for transparent review for development and redevelopment in the Village of Orland Park.

...

3. **General Process.** There are three distinct development review processes which are ~~outlined in Chart 5-101.A (A) at the end of this section. The three processes are~~ summarized as follows:
 - a. Development Requiring Plan Commission and Board of Trustees Review:
 1. Pre-application Review with Village Staff;
 2. Filing of Application and Scheduling Plan Commission Public Hearing;
 3. Plan Commission Review and Recommendation;
 - ~~4. Committee of the Whole and/or Board of Trustees Review;~~
 - ~~5. Final Plan Preparation and Staff Review;~~
 4. ~~6.~~ Committee of the Whole Review (if applicable per Section 5.101.A.4);
 5. ~~7.~~ Board of Trustees Review and Decision-;
 6. **Final Administrative Review and Approval.**

...

4. **Appearance ~~b~~Before Committee of the Whole.** In the case where a petition has received unanimous recommendation from the Plan Commission, and at the discretion of the Director of ~~the~~ Development Services, the requirement to appear before the Committee of the Whole ~~and the Board of Trustees prior to final plan preparation and staff review~~ may be waived, therefore permitting such project to proceed directly to **the Board of Trustees.** ~~final plan preparation and staff review.~~ In such cases where a petition has not received a unanimous recommendation for approval from the Plan Commission, the petition shall proceed from the Plan Commission to the Committee of the Whole. The Committee of the Whole shall then determine if the application should proceed to ~~final plan preparation and review, be forwarded to~~ the Board of Trustees, or be remanded to the Plan Commission for further consideration.

...

SECTION 5-101.C. PUBLIC MEETING SEQUENCE WITH A PUBLIC HEARING

1. Public Meeting at Plan Commission with a Public Hearing.

- a. **Plan Commission.** The Plan Commission shall hold a public hearing in accordance with the provisions of Section [5-101.G](#) below on applications identified in Section [5-101.B.2\(a\)](#). The Plan Commission shall review the report and recommendation of the Development Services Department and testimony given at the public hearing and make a recommendation to the Board of Trustees for approval, approval with conditions, or disapproval. The Plan Commission may also choose to forward to the Board of Trustees without a recommendation.
- b. **~~The Committee of the Whole.~~** The Committee of the Whole, if required by Section [5-101.A.4](#), shall review the plans and documents, the Plan Commission recommendation, and the Development Services Department report and recommendation and shall recommend approval, approval with conditions, or disapproval to the Board of Trustees. If the Committee of the Whole recommends approval or approval with conditions, the Committee of the Whole shall authorize the applicant to proceed to **the Board of Trustees.** ~~final plan preparation and staff review as per paragraph 5-101.C.1c.~~ If the Committee of the Whole recommends denial, the petition will proceed directly to the Board of Trustees. If there are significant changes to the development application, the Committee of the Whole or the Board of Trustees may remand the application to the Plan Commission for further review and recommendation.
- c. **Board of Trustees.** Upon receipt and review of the recommendation of the Plan Commission or Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.
- d. **Village Staff.** Upon receiving approval from the Board of Trustees and prior to the issuance of any permits or occupancies related to the entitlement, Village staff shall review final engineering, site, and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees.

~~**c. Final Plan Preparation and Staff Review.** Upon a positive and unanimous recommendation from the Plan Commission or as per Section 5-101.A.4, the applicant, working with the Development Services Department, shall proceed with preparation and review of final engineering and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees. Concurrently, the Development Services Department shall proceed with preparation of a draft development agreement or annexation agreement as may be applicable. The recommendation of the Plan Commission shall not be scheduled for review by the Committee of the Whole or the Board of Trustees until all final plans are approved by the Development Services Department and the applicable agreement is prepared in draft and is ready for review and approval by the Board of Trustees. (Amd. Ord. 5221 - 9/18/17)~~

~~**d. Committee of the Whole.** Upon staff preparation of applicable draft agreements and determination that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, the development shall proceed to the Committee of the Whole. The Committee of the Whole shall review all pertinent information provided by the Director of Development Services, the Plan Commission, the petitioner, and the testimony and evidence from prior public meetings and hearings and provide a recommendation to the Board of Trustees for approval of the final ordinances and agreements.~~

~~**e. Board Action.** Upon receipt and review of the recommendation of the Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.~~

...

SECTION 5-101.K ROLE OF THE DEVELOPMENT SERVICES DEPARTMENT

...

4. Review by Development Services Department

- a. **Application Review.** The Development Services Department shall review the complete application for development approval in accordance with these regulations and particularly with Section [5-105](#), if the development requires a special use permit, Section [5-108](#), if the development requires an amendment to the text of these regulations or the Zoning District Map, Section [5-109](#), if the development requires a variance, Section [5-112](#), for development requirements and subdivision review, and/or Section [5-110](#) and [6-209](#), if the development requires a Certificate of Appropriateness. (Amd. Ord. 4996 - 6/15/15)
- b. **Preliminary Plan Review Process.** The Development Services Department shall review the complete application for development, the preliminary plan, and coordinate the review of the engineering plans associated with the application for development. Preliminary engineering plans shall be approved prior to proceeding to the Plan Commission.
- ~~b. Preliminary Plan Review Process. The Development Services Department shall review the complete application for development and its preliminary plan before proceeding to Plan Commission.~~
- ~~c. Preliminary Engineering Review Process. The Development Services Department shall review the engineering plans associated with the application for development and confirm preliminary engineering acceptance prior to proceeding to the Plan Commission or hold the application from proceeding to Plan Commission until outstanding preliminary engineering items are met.~~
- c. **80% Plan Approval.** Following a recommendation from the Plan Commission or the Committee of the Whole, the Development Services Department will evaluate an 80% plan. An 80% plan is one that is deemed sufficient for Board of Trustees final decision, with no major changes expected. The Development Services Department will oversee the review of the engineering plans related to the development application. Site and engineering plans at the 80% completion stage must receive approval from both the Development Services Department and the Engineering Department before progressing to the Board of Trustees.
- ~~d. Final Plan Review Process. The Development Services Department may continue to review the complete application for development throughout the decision-making process to recommend corrections or amendments to plans pursuant to recommendations by the Plan Commission, the Committee of the Whole, and the Board of Trustees.~~
- d. **Ordinances and Agreements.** The Development Services Department shall coordinate the ordinances and agreements for final approval by the Board of Trustees.
- e. **Final Engineering Plan Review Process.** After approval from the Board of Trustees, the Development Services Department shall coordinate the review of the final engineering plans associated with the application for development to determine that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, and as outlined in the final ordinance or agreement. ~~7. prior to consideration of the final ordinances or agreements by the Board of Trustees.~~
 1. If the final engineering review results in substantial alterations to the plans reviewed during the public hearing by the Plan Commission, and by the Committee of the Whole, approved by the Board of Trustees, then the applicant

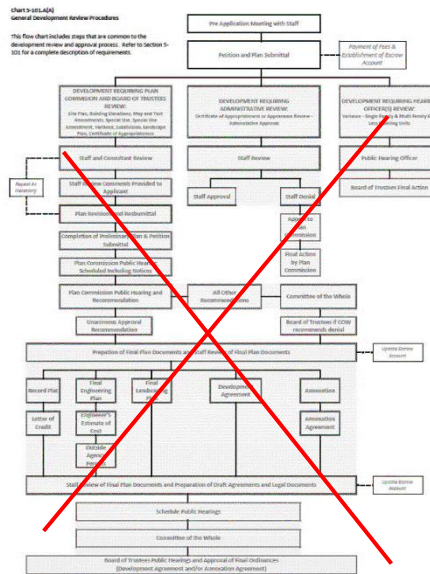
shall return to the Plan Commission and restart the development review process, republishing in the event of a petition requiring a public hearing.

a. Substantial alterations to a final plan shall include but not be limited to things such as:

- Enlargement of storm water facility sizes;
- Reductions in setbacks;
- Construction of or alterations to retaining walls;
- Changes in street layout/land use;
- Increases in lot coverage;
- Changes parking configurations;
- Changes that result in new or expanded variances or modifications to special use regulations; and
- Changes to the number of units, building area, or building stories.

GENERAL DEVELOPMENT PROCEDURES

CHART 5-101.A (A)



...

SUBSTANTIVE AMENDMENTS: **MODIFY RESIDENTIAL BEST MANAGEMENT PRACTICES (BMPs)**

AMENDMENT SUMMARY

SECTION 6-201.F. E-1 Estate Residential

SECTION 6-202.F. R-1 Residential

SECTION 6-203.F. R-2 Residential

SECTION 6-203.5.F. R-2A Residential

SECTION 6-204.F. R-3 Residential

SECTION 6-204.5.F. R-3A Residential

SECTION 6-205.F. R-4 Residential

SECTION 6-206.G. RSB Residential and Supporting Business District

Revise maximum lot coverage by removing increased lot coverage allowances through BMPs.

SECTION 6-305.F.2.c. Single-Family Residential Naturalized Landscaping

Remove the Monitoring and Management Plan (M&M Plan) requirements for naturalized landscaping in single-family residential areas.

AMENDMENT EXPLANATION

The goal of these amendments is to mitigate stormwater runoff by establishing maximum lot coverage allowances that are more easily understood by the public and more easily enforced by Village staff, with an objective of setting a maximum coverage percentage and removing the provision of allowing additional lot coverage with the use of Best Management Practices (BMPs).

Per the Land Development Code (LDC), each zoning district has a base lot coverage which can be increased with the use of BMPs such as naturalized landscaping, permeable pavers, and rain barrels. When residents have met the base lot coverage for the zoning district in which they are located, residents opt to utilize BMPs to expand their impervious lot coverage. Tracking the installation and management of BMPs is time-consuming for Development Services staff and the maintenance of the BMPs is tedious for the homeowners. For the increased lot coverage completed without a permit, the Village has the daunting task of retroactively applying BMPs and/or informing the homeowner that some or all of their improvement project must be removed or modified.

Due to the policing and management needs to ensure the BMPs continue to control stormwater runoff, the recommendation is to remove the BMP allowances and establish one maximum lot coverage for each residential zoning district based on the average of the maximum ranges within each zoning district in the existing regulations.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-305-F.2.c. SINGLE-FAMILY NATURALIZED LANDSCAPING. Single-family residential properties that include naturalized landscaping areas that exceed ~~twelve inches (12")~~ **12 inches** in height are exempt from the letter of credit requirements detailed in 6-305.E.3.e Letter of Credit, although a Landscape Plan ~~and an abridged Monitoring and Management Plan (M&M Plan) are~~ **is** still required. The following conditions apply to naturalized landscaping on single-family residential properties:

1. A property owner shall apply to the Development Services Department and receive a written approval of the landscape plan prior to the installation of the naturalized landscaping.

i. The application shall include a plat of survey and a site plan of the single-family lot drawn to scale on a sheet not less than ~~eight and one-half inches by eleven inches (8½" inches ×~~ **by 11" inches**), which contains: the location of property lines; location of structures, fences, existing drainage patterns, and paved areas; location of each natural landscaping area; a list by scientific and common name of species intended to be planted and maintained within each area; and the setback distance of each naturalized landscape area that will be located near any property line. Any proposed soil amendments and levels of shade and sunlight should also be included on the plan.

~~2. An M&M Plan for the near- and long-term maintenance of the naturalized landscape area shall be submitted for review and approval.~~

~~i. The Village document, commonly referred to as "Monitoring and Management Plan for Naturalized Vegetation Areas on Single Family Residential Properties", as amended, shall be used as a template for the completion of a single-family residential naturalized landscape Monitoring and Management Plan. Minor edits to this template may be made by the petitioner; however, the final text of the M&M Plan shall be approved by the Development Services Department.~~

3. It shall be permitted to grow native plants that exceed ~~twelve inches (12")~~ **12 inches** in height within a natural landscaping area, including ferns, grasses, sedges, rushes, forbs, shrubs and trees, in lieu of turf grass lawn in designed and managed natural landscape areas.

4. Natural landscaping shall be permitted in rear or side yards only, and setback at a minimum of ~~three (3) feet~~ **3 feet** of any property line. No setback shall be required where the natural landscaping is separated from adjacent lots by fencing or continuous shrub of ~~three (3) feet~~ **3 feet** or more in height, or where the natural landscape area abuts permitted naturalized landscaping on an adjacent lot.

5. Naturalized landscaping may occupy a maximum of ~~thirty percent (30%)~~ **30 percent** of the total existing open space within the side or rear yards of a single-family residential property.

...

8. Upon installation of a naturalized landscape area, the site shall be inspected by a Village inspector or designee to verify compliance with the approved landscape plan ~~and proper maintenance of the natural landscape area.~~ After a successful inspection, the property owner will be provided with a letter from the Village certifying that the naturalized landscape has been inspected and meets the criteria of this Section. ~~Subsequent inspections shall be performed annually by the Village or designee, or as determined by the Development Services Department.~~

9. Permission for single-family residential natural landscaping may be revoked with cause, such as failure of the owners to manage the areas or to respond to notices of creation of a nuisance or violation of the weed control ordinance.

SECTION 6-201. E-1 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~— a. The base lot coverage allowed by right is not to exceed twenty-five (25)~~ **30%** for the principal structures, pavement, and accessory structures.

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed thirty-five percent (35%).~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

...

SECTION 6-202. R-1 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~— a. The base lot coverage allowed by right is not to exceed thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%):~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage:~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage:~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage:~~

~~— iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

...

SECTION 6-203. R-2 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

v. Non-residential land uses are allowed up to ~~seventy percent (70%)~~ impervious lot coverage by right.

...

SECTION 6-203.5.F. R-2A RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-204.F. R-3 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-204.5.F. R-3A RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-205.F. R-4 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty-five percent (45%)~~ **50%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

ii. For single family attached and multi-family residential uses, ~~sixty percent (60%)~~ **60%** lot coverage is allowed by right.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty-five percent (55%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-206.G. RSB RESIDENTIAL AND SUPPORTING BUSINESS DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.—The base lot coverage allowed by right is not to exceed sixty-five percent (65%)~~ **70%** for the principal structures, pavement, and accessory structures.

~~b.—Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed seventy-five percent (75%).~~

~~i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

~~iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

...

TECHNICAL AMENDMENTS: CLARIFY DRIVEWAY AND DRIVEWAY APRON REGULATIONS

AMENDMENT SUMMARY

Section 3-4-2-6

Clarify the construction requirements for driveways and driveway aprons.

Section 6-306.E.8

Clarify driveway and driveway apron dimensions to be consistent with the information regarding driveways and driveway aprons in the Village Code.

Section 6-406.B.6

Clarify driveway and driveway apron requirements by referencing the Village Code.

AMENDMENT EXPLANATION

The goal of these amendment is to ensure clear communication and consistent application of the driveway and driveway apron regulations, with an objective of describing the dimensions in the Land Development Code (LDC) and having other Village Code and LDC sections recognize other sections by reference.

This substantive amendment will not require existing driveways to change. The Village Code and the LDC have the similar dimensions; however, the Village Code requirements are more descriptive and have the potential to be interpreted differently than the LDC.

The proposed amendments will clarify the appropriate dimensions for the public and Village staff. The Village Code will retain the specifications such as base layers, pavement thickness, etc., while the LDC will retain the zoning-related dimensions such as driveway widths and setbacks.

Due to the inconsistent descriptions of driveway and driveway apron requirements, it is recommended to have one location for each regulation type with references in other sections of the code, as-needed.

Please note that this amendment includes a change in the Village Code regulations in addition to the LDC. In addition, a follow-up to these amendments may occur in the future after Engineering and Planning staff review the specifications in the Village Code and LDC, and consider increasing the maximum 2-car garage driveway width from 20' to 21'.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 3-4-2-6 CONSTRUCTION SPECIFICATION AND REQUIREMENTS

...

Widths: ~~The maximum width for driveways for single family residences including circle drives shall be ten feet (10') at the sidewalk line and sixteen feet (16') at the curb; provided, that where a two-car or three-car garage is located within thirty feet (30') of the property line, the driveway shall not exceed twenty feet (20') at the sidewalk line or twenty-six feet (26') at the curb or thirty (30) feet at the sidewalk line and thirty-six (36) feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property. The maximum width for driveways for all other uses shall be as approved by the Board of Trustees upon recommendation by the Department of Engineering.~~ The maximum width shall be in accordance with Section 6-406.B.

...

Driveway Aprons: ~~Single family residential driveway aprons shall have a maximum width of ten (10) feet for one-car driveways, and a maximum width of twenty (20) feet for two-car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a width three (3) feet greater at the curb line.~~ All residential aprons shall have a minimum concrete thickness of six (6) inches and a granular bedding base of two (2) inches. Multi-family development business, office research, and industrial district driveway aprons shall be constructed with ten (10) foot radius returns unless otherwise required by the Department of Engineering.

...

SECTION 6-306.E.8 OFF-STREET PARKING AND LOADING REQUIREMENTS

...

- a. Passenger Automobile parking is not permitted in any required side setback in a residential district. Passenger automobile parking is permitted in the driveway of the required corner side yard setback with a ~~twenty (20)~~ 20-foot minimum driveway length, excluding right-of-way and sidewalks. No open off-street parking serving a residential use in a non-required side setback shall be located nearer than ~~five (5)~~ 5 feet to a principal residential building. (Ord.2959-11/18/96)

...

SECTION 6-406.B. SIDEWALKS, DRIVEWAYS, AND PARKING LOTS

...

6. Widths and Lengths. ~~Single-family residential driveways and driveway aprons shall have a maximum width of twenty (20) feet for one (1) car garages, twenty-six (26) feet for two (2) car garages, and thirty-six (36) feet for three (3) car garages.~~ **The maximum width for driveways for single family residences including circle drives shall be 10 feet at the sidewalk line and 16 feet at the curb; provided, that where a two-car or three-car garage is located within 30 feet of the property line, the driveway shall not exceed 20 feet at the sidewalk line or 26 feet at the curb, or 30 feet at the sidewalk line and 36 feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property.** The maximum width of a driveway is applicable to the entire driveway length between the building line and sidewalk. **Single family residential driveway aprons shall have a maximum width of ten feet 10 feet for one-car driveways, a maximum width of 20 feet for two-car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a maximum width of 3 feet to either side at the curb line.** ~~The maximum width of a driveway apron is applicable to the entire driveway length between the sidewalk and the street. The maximum width for driveway lane for single family residences shall be forty (40) percent of the lot width up to thirty-six (36) feet, applicable to the entire driveway length between the building line and curb line. The maximum width for circle driveway lane shall be twenty (20) feet, applicable to the entire driveway length between the building line and curb line.~~ The minimum driveway length shall be ~~eighteen (18)~~ **18** feet, excluding right-of-way and sidewalks. No driveway shall encroach upon any portion of the parkway in front of the adjoining parkway. **Driveways and driveway aprons also must adhere to construction specifications and requirements in section 3-4-2-6 of the Village Code.** The maximum width for driveways **and driveway aprons** for all other uses shall be as approved by the Board of Trustees upon recommendation of the Engineering Department. (Ord. 2959 – 11/18/96; Amd. Ord. 3281 – 8/16/99; Amd. Ord. 5061 1/26/16; Amd. Ord. 5126 9/19/16; Amd. Ord. 5653 - 11/1/21)

...

SUBSTANTIVE AMENDMENT: ADD A NEW PERMITTED USE TO THE OPEN SPACE DISTRICT

AMENDMENT SUMMARY

SECTION 2-102. Definitions

Add and define “civic and fraternal non-profit organization”.

SECTION 6-213. Open Space District

Amend language to add new permitted uses to the Open Space (OS) zoning district.

AMENDMENT EXPLANATION

The goal of this amendment is allow other recreational opportunities in the Land Development Code (LDC), with an objective to add an additional permitted use to the OS district that supports recreation and park activities.

The proposed amendment seeks to allow for *civic and fraternal non-profit organization* as a permitted use in the OS district. The Comprehensive Plan emphasizes that gathering spaces and recreational areas are appropriate for the OS district. Civic and fraternal organizations play a significant role in enhancing and fostering community engagement, and align with the core objectives of the OS district. It is important to note that this amendment is designed to accommodate civic and fraternal non-profit organizations, without specifying any particular organization, to maintain inclusivity and flexibility.

Due to community-focused and non-profit organizations contributing to the well-being of the community and its residents; promoting community engagement, social gatherings, and recreational activities; and catering to the needs of a diverse range of community-focused initiatives, it is recommended a *civic and fraternal non-profit organization* land use be added as a permitted use in the OS district.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 2-102. Definitions.

...

Civic and Fraternal Non-Profit Organization means any local community affairs entity or group of people organized for a common purpose that is not maintained for the purpose of making a profit.

...

SECTION 6-213. OPEN SPACE DISTRICT

A. **Purpose.** The purpose of the Open Space District is to protect the Village's parks, natural areas, retention ponds, detention basins, **civic and fraternal non-profit organizations**, and open space corridor connections. It is also to ensure permanent access to outdoor recreation, ~~and~~ natural areas, **and other recreational opportunities** for residents in all neighborhoods and to enhance the value of nearby properties. (Amd. Ord. 5822 - 7/17/23)

B. **Permitted Uses.** The following uses may be established as permitted uses in the Open Space District, in accordance with the procedures established in Sections 5-101 through 5-104:

1. Public recreational facilities including playgrounds, public swimming pools, playing fields, trails, sports activities, outdoor amphitheaters, camping areas, picnicking areas, boating areas, fishing activities, golf courses, **civic and fraternal non-profit organizations**, and accessory uses such as related parking, washrooms, storage, etc.

...

C. **Prohibited Uses.** The following uses are prohibited as they would conflict with the purpose of protecting parks and natural areas:

1. Any private development of structures or facilities; the exception is cemetery and ComEd facilities as stated above;

2. Any public facilities unrelated to the operation or protection of parks, natural areas, **civic and fraternal non-profit organizations for the benefit of the public**, and retention/detention facilities.

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..T

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE VILLAGE OF ORLAND PARK, AS AMENDED

..B

WHEREAS, the Corporate Authorities of the Village of Orland Park, an Illinois home rule municipality, have on February 8, 1991, adopted a Land Development Code (“the Code”) and zoning map; and

WHEREAS, amendments to the Code are adopted from time to time to ensure that the Code is up to date and responsive to community needs; and

WHEREAS, the Plan Commission of the Village held a public hearing on November 21, 2023 on whether the proposed amendments should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said hearing in the Daily Southtown, a newspaper of general circulation in this Village; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendation that the proposed amendments to Section 5-101 of the Land Development Code of the Village be made, and this Board of Trustees has duly considered said report and findings and recommendations; and

WHEREAS, the President and Board of Trustees of the Village of Orland Park have determined that it is in the best interests of the Village and its residents to update the aforementioned sections of the Land Development Code in order to bring it in line with surrounding communities and the Village’s needs;

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1: This Board finds and determines that the adoption of the following amendments to the Land Development Code of the Village of Orland Park is in the best interests of the Village and its residents, is in the public interest, constitutes an improvement to the Land Development Code of the Village of Orland Park, and is in keeping with the spirit and in furtherance of the purpose of the Land Development Code of the Village of Orland Park, as set forth in Section 1-102 thereof.

SECTION 2: Article 5, Section 5-101 (A)(3) shall hereby be amended as follows (deleted language marked with strikethrough, and new language marked with underlining):

3. **General Process.** There are three distinct development review processes which are ~~outlined in Chart 5-101.A (A) at the end of this section. The three processes are~~ summarized as follows:
 - a. Development Requiring Plan Commission and Board of Trustees Review:
 1. Pre-application Review with Village Staff;
 2. Filing of Application and Scheduling Plan Commission Public Hearing;
 3. Plan Commission Review and Recommendation;
 - ~~4. Committee of the Whole and/or Board of Trustees Review;~~
 - ~~5. Final Plan Preparation and Staff Review;~~
 4. 6. Committee of the Whole Review (if applicable per Section 5.101.A.4);
 5. 7. Board of Trustees Review and Decision;
 6. Final Administrative Review and Approval.

SECTION 3: Article 5, Section 5-101 (A)(4) shall hereby be amended as follows (deleted language marked with strikethrough, and new language marked with underlining):

4. **Appearance bBefore Committee of the Whole.** In the case where a petition has received unanimous recommendation from the Plan Commission, and at the discretion of the Director of the Development Services, the requirement to appear before the Committee of the Whole ~~and the Board of Trustees prior to final plan preparation and staff review~~ may be waived, therefore permitting such project to proceed directly to **the Board of Trustees.** ~~final plan preparation and staff review.~~ In such cases where a petition has not received a unanimous recommendation for approval from the Plan Commission, the petition shall proceed from the Plan Commission to the Committee of the Whole. The Committee of the Whole shall then determine if the application should proceed to ~~final plan preparation and review, be forwarded to the Board of Trustees,~~ or be remanded to the Plan Commission for further consideration.

SECTION 4: Article 5, Section 5-101 (C)(1) shall hereby be amended as follows (deleted language marked with strikethrough, and new language marked with underlining):

C. Public Meeting Sequence with a Public Hearing

1. Public Meeting at Plan Commission with a Public Hearing

- a. **Plan Commission.** The Plan Commission shall hold a public hearing in accordance with the provisions of Section 5-101.G below on applications identified in Section 5-101.B.2(a). The Plan Commission shall review the report and recommendation of the Development Services Department and testimony given at the public hearing and make a recommendation to the Board of Trustees for approval, approval with conditions, or disapproval. The Plan Commission may also choose to forward to the Board of Trustees without a recommendation.
- b. **The Committee of the Whole.** The Committee of the Whole, if required by Section 5-101.A.4, shall review the plans and documents, the Plan Commission recommendation, and the Development Services Department report and recommendation and shall recommend approval, approval with conditions, or disapproval to the Board of Trustees. If the Committee of the Whole recommends approval or approval with conditions, the Committee of the Whole shall authorize the applicant to proceed to the Board of Trustees. ~~final plan preparation and staff review as per paragraph 5-101.C.1e.~~ If the Committee of the Whole recommends denial, the petition will proceed directly to the Board of Trustees. If there are significant changes to the development application, the Committee of the Whole or the Board of Trustees may remand the application to the Plan Commission for further review and recommendation.
- c. **Board of Trustees.** Upon receipt and review of the recommendation of the Plan Commission or Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.
- d. **Village Staff.** Upon receiving approval from the Board of Trustees and prior to the issuance of any permits or occupancies related to the entitlement, Village staff shall review final engineering, site, and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees.

~~c. **Final Plan Preparation and Staff Review.** Upon a positive and unanimous recommendation from the Plan Commission or as per Section 5-101.A.4, the applicant, working with the Development Services Department, shall proceed with preparation and review of final engineering and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees. Concurrently, the Development Services Department shall proceed with preparation of a draft development agreement or annexation agreement as may be applicable. The recommendation of the Plan Commission shall not be scheduled for review by the Committee of the Whole or the Board of Trustees until all final plans are approved by the Development Services Department and the applicable agreement is prepared in draft and is ready for review and approval by the Board of Trustees.~~

~~d. **Committee of the Whole.** Upon staff preparation of applicable draft agreements and determination that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, the development shall proceed to the Committee of the Whole. The Committee of the Whole shall review all pertinent information provided by the Director of Development Services, the Plan Commission, the petitioner, and the testimony and evidence from prior public meetings and hearings and provide a recommendation to the Board of Trustees for approval of the final ordinances and agreements.~~

~~e. **Board Action.** Upon receipt and review of the recommendation of the Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.~~

SECTION 5: Article 5, Section 5-101 (K)(4) shall hereby be amended as follows (deleted language marked with strikethrough, and new language marked with underlining):

4. Review by Development Services Department

a. **Application Review.** The Development Services Department shall review the complete application for development approval in accordance with these regulations and particularly with Section 5-105, if the development requires a special use permit, Section 5-108, if the development requires an amendment to the text of these regulations or the Zoning District Map, Section 5-109, if the development requires a variance, Section 5-112, for development requirements and subdivision review, and/or Section 5-110 and 6-209, if the development requires a Certificate of Appropriateness.

b. **Preliminary Plan Review Process.** The Development Services Department shall review the complete application for development, the preliminary plan, and coordinate the review of the engineering plans associated with the application for development. Preliminary engineering plans shall be approved prior to proceeding to the Plan Commission.

~~b. **Preliminary Plan Review Process.** The Development Services Department shall review the complete application for development and its preliminary plan before proceeding to Plan Commission.~~

~~c. **Preliminary Engineering Review Process.** The Development Services Department shall review the engineering plans associated with the application for development and confirm preliminary engineering acceptance prior to proceeding to the Plan Commission or hold the application from proceeding to Plan Commission until outstanding preliminary engineering items are met.~~

c. **80% Plan Approval.** Following a recommendation from the Plan Commission or the Committee of the Whole, the Development Services Department will evaluate an 80% plan. An 80% plan is one that is deemed sufficient for Board of Trustees final decision, with no major changes expected. The Development Services Department will oversee the review of the engineering plans related to the

development application. Site and engineering plans at the 80% completion stage must receive approval from both the Development Services Department and the Engineering Department before progressing to the Board of Trustees.

~~d. **Final Plan Review Process.** The Development Services Department may continue to review the complete application for development throughout the decision making process to recommend corrections or amendments to plans pursuant to recommendations by the Plan Commission, the Committee of the Whole, and the Board of Trustees.~~

d. **Ordinances and Agreements.** The Development Services Department shall coordinate the ordinances and agreements for final approval by the Board of Trustees.

e. **Final Engineering Plan Review Process.** After approval from the Board of Trustees, ~~T~~the Development Services Department shall coordinate the review of the final engineering plans associated with the application for development to determine that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, and as outlined in the final ordinance or agreement. , prior to consideration of the final ordinances or agreements by the Board of Trustees.

1. If the final engineering review results in substantial alterations to the plans reviewed during the public hearing by the Plan Commission, and by the Committee of the Whole, approved by the Board of Trustees, then the applicant shall return to the Plan Commission and restart the development review process, republishing in the event of a petition requiring a public hearing.

a. Substantial alterations to a final plan shall include but not be limited to things such as:

- Enlargement of storm water facility sizes;
- Reductions in setbacks;
- Construction of or alterations to retaining walls;
- Changes in street layout/land use;
- Increases in lot coverage;
- Changes parking configurations;
- Changes that result in new or expanded variances or modifications to special use regulations; and
- Changes to the number of units, building area, or building stories.

SECTION 6: Article 5, Section 5-101 (L)(2)(b) shall hereby be amended by deleting Chart 5-101 A(A), General Development Review Procedures.

SECTION 7: To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to Sections that need to be amended or deleted within the Orland Park Village Code, as amended, as a consequence of the above Code Amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

SECTION 8: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 9: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 10: Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Orland Park Land Development Code, as amended, shall remain in full force and effect.

SECTION 11: This Ordinance shall be in full force and effect from and after its adoption and publication in pamphlet form as provided by law.

SECTION 12: The Village Clerk be and herby is authorized and directed to publish this Ordinance in pamphlet form.

REQUEST FOR ACTION REPORT

File Number: **2023-0996**
 Orig. Department: **Development Services Department**
 File Name: **Land Development Code - Technical Amendment: Loading Spaces**

BACKGROUND:

AMENDMENT SUMMARY

Section 6-306.J.

Adjust discrepancy between the requirements and table 6-306(L)a. to consistent information.

Table 6-306(L)a.

Clarify the heading of the schedule of loading requirements table

AMENDMENT EXPLANATION

The goal of this amendment is to improve clarity and consistency throughout the Land Development Code (LDC), with an objective of correcting the discrepancy between the requirements in the code and the table 6-306(L)a.

Currently, the LDC vertical clearance requirements do not reflect the table specifying the minimum vertical clearance requirements set forth in the Schedule of Loading Requirements table. Additionally, the aforementioned table is labeled incorrectly.

Due to this inconsistency, the recommendation is to correct the loading requirements to a uniform 12' clearance and modify the table heading to 6-306(J), ensuring consistency and accuracy.

The development community, general public, and Village Staff will benefit from this change for the clarity and technical correction.

On December 18, this item was reviewed by the Committee of the Whole, recommended for approval, and referred to the Village Board of Trustees for consideration.

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve case number 2023-0996, also known as Technical Amendment: Loading Spaces to the Plan Commission for this case;

AND

.....

I move to adopt an Ordinance entitled: AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE VILLAGE OF ORLAND PARK, AS AMENDED.

THIS PART IS FOR REFERENCE ONLY (NOT NECESSARY TO BE READ)

I move to approve the Land Development Code Amendments for Section 6-306.J and Table 6-306(L)a as presented in the attached amendment report titled "11/07/23 Land Development Code Amendments" dated November 3, 2023.

MAYOR

Keith Pekau

VILLAGE CLERK

Patrick R. O’Sullivan

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
orlandpark.org



**ORLAND
PARK**

DEVELOPMENT SERVICES

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Sean Kampas

Brian J. Riordan

Joni J. Radaszewski

Amendment Report to the Board of Trustees

Project: 11/7/23 and 11/21/2023 Land Development Code Amendments

Prepared By: Development Services Department

SUBSTANTIVE AMENDMENT: CHANGE PUBLIC HEARING NOTICE MAILING REQUIREMENTS

AMENDMENT SUMMARY

SECTION 5-101.G.2.b

Amend the language to eliminate the certified mail mandate for public hearing notifications and replace it with the use of first-class mail.

AMENDMENT EXPLANATION

The goal of this amendment is to change the notification requirements for public hearings to better inform property owners within 300’ of a development change. The objective of changing this requirement is to reduce the time and cost burden on applicants who are sending out public hearing notices. Our current process is to have applicants send out certified mail to all property owners within 300’ of a proposed development change and sign an affidavit prior to the public hearing for the case.

Due to the rising costs associated with certified mail, priced at \$8.10 per envelope, and that certified mail cards often go unsigned at the post office, we are proposing to change the process to require first class mail to be sent in place of certified mail. First class mail costs \$0.66 per envelope and does not require a signature from each property owner, meaning that less mail will end up unsigned at the post office and more neighbors will be notified of the proposed request.

In addition to sending out first class mail, the applicant will be required to obtain a certificate of mailing receipt from the post office. The certificate of mailing receipt proves that the notification letters were sent out in a timely manner in accordance with the Illinois State Statute for public hearing notices. The affidavit for the public hearing notice must still be signed and notarized prior to the Plan Commission meeting.

Finally, the applicant must provide a list of addresses located within the 300’ notification radius. This step identifies the property owners obligated to receive a notification letter.

This amendment seeks to change public hearing notifications for property owners within a 300’ radius of the proposed requests by transitioning from certified mail to first class mail with additional documentation. This change not only reduces financial and logistical burdens on applicants but also mitigates the risk of mail going unsigned at the post office. The additional requirement of a certificate of mailing receipt and an address list within the notification buffer further ensures a timely and effective notification process. The proposed amendment complies with the Illinois Statute for public hearing notifications.

PLAN COMMISSION RECOMMENDATION As presented.

PROPOSED AMENDMENT TEXT

SECTION 5-101.G.2.b Notification Requirements.

...

2. It is the petitioner's/applicant's responsibility to send a copy of the notice by **certified first-class** mail ~~with return receipt requested~~ to each of the owners of record of adjacent properties and within 300 feet of any property upon which development is proposed. ~~The petitioner/ applicant must also retain the certified mail receipts for a period of no less than seven (7) years from the final Village Board action on the proposal.~~

...

5. It is the petitioner's/applicant's responsibility to submit a notarized affidavit, **list of addressed to be notified, and a certificate of mailing from the United States Post Office** to staff prior to or at the Plan Commission meeting confirming that all requirements listed above have been met.

...

SUBSTANTIVE AMENDMENT: REMOVE NET BUILDABLE ACRES FROM DENSITY CALCULATION

AMENDMENT SUMMARY

SECTION 2-102

Amend regulations to remove net buildable acres from the Land Development Code (LDC).

AMENDMENT EXPLANATION

The goal of this amendment is to change the calculation method for density with an objective of eliminating unnecessary obstacles to residential development.

Currently, density is calculated based on net buildable acres, which deducts certain areas like utility easements, parks, and wetlands from a subject site's overall density. This method makes it cumbersome for developers dealing with limited available land and additional land use restrictions to understand the development potential prior to spending thousands of dollars preparing a proposal package and petitioning the village for an entitlement approval.

This amendment is proposed because of an increase in rainfall data and MWRD requirements has resulted in stricter stormwater mitigation standards. Conceptual plans for developments, particularly those with stormwater management needs or on-site wetlands, are consistently rejected for being too dense after a significant amount of time and money have already been invested in a project.

Such plans would meet LDC standards if the density definition did not include the detention pond or wetland area in the density calculation. This change can help reduce the number of requested variances and modifications to our code in relating to setbacks and density.

The proposed shift to a gross density calculation involves considering the total land area of a subject site without deducting these elements, offering a practical and straightforward solution which also supports investment. This adjustment optimizes land use while adhering to code requirements and accommodating evolving housing preferences, such as an increasing demand for single-family attached homes.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 2-102. DEFINITIONS

...

Density is defined as the number of dwelling units per ~~Net Buildable Acres~~ **acre** on **the a subject** site. (Ord. 4096 – 12/5/05)

...

~~**Net Buildable Acres** means lands within one (1) site that are contiguous and accessible by the same local or internal road system. Net Buildable Acres shall be calculated by deducting the following from the Gross Acreage of Land: (Ord. 4096 – 12/5/05)~~

~~— 1. 50% of Com Ed easement if owned by the petitioner and the space serves as a public open space amenity;~~

~~— 2. 50% of land required for a Park or School dedication;~~

~~— 3. Perimeter road right-of-way dedication;~~

~~— 4. Floodplain that must be conserved;~~

~~— 5. Detention and retention areas up to the high water level; and (Ord. 4434 – 12/1/08)~~

~~— 6. Wetlands that must be conserved either by Federal, State or Local requirements. (Ord. 4434 – 12/1/08)~~

~~**Net Buildable Acreage** can include:~~

~~— 1. Private and common open space;~~

~~— 2. Internal roads, bikepaths and dedicated transitways;~~

~~— 3. Environmental and historic areas conserved that would otherwise be buildable; and~~

~~— 4. Underground utility easements that may be usable for yard space.~~

...

SUBSTANTIVE AMENDMENT: CHANGE SOLAR PANEL REVIEW PROCESS

AMENDMENT SUMMARY

SECTION 6-314 ENVIRONMENTAL CLEAN TECHNOLOGY

Amend the Land Development Code (LDC) to remove Appearance Review requirements for single family residential rooftop solar panels.

AMENDMENT EXPLANATION

The goal is to revise the regulations for the Environmental Clean Technology (ECT) Appearance Review with an objective of simplifying the solar panel review process for both residents and staff. Initially, solar panels required Special Use Permits approved by the Village Board due to the uncertainty of the technology and potential impact on neighbors. However, the process was changed to a the review process because these concerns were unfounded, but there still were changes to the exterior of homes.

The proposed amendment eliminates the need for Appearance Reviews specifically for residential flush-mounted rooftop solar panels, which consistently adhere to all other LDC requirements. We are changing this now because virtually all solar panels are surface-mounted and parallel to the sloped roof surface.

This amendment is intended to streamline the review process, creating less paperwork for residents, and freeing up considerable staff time and resources, as all tasks associated with the Appearance Review are already addressed during the permit review for residential solar panels. This amendment will also enhance staff efficiency and enable more timely reviews of other permit applications and development petitions.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-314.B. ENVIRONMENTAL CLEAN TECHNOLOGY REVIEW AND APPROVAL PROCESS.

...

1. **Application.** Except for residential flush-mounted rooftop solar panels, All petitioners seeking to construct or install an ECT must submit a complete Appearance Review application to the Development Services Department concurrently with a building permit application. ECT projects accessory to buildings or structures in the Old Orland Historic District or an Orland Park Landmark shall submit a complete Certificate of Appropriateness (COA) application to the Development Services Department concurrently with a building permit application. All ECT projects shall be reviewed in accordance with the regulations of this Section.
2. **Administrative Review.** Per this subsection, the following ECT projects shall be reviewed and approved administratively via an Appearance Review by the Development Services Department, in accordance with Section [5-106](#) (Appearance Review):
 - a. Solar Energy Systems (SES).

b. Geothermal Energy Systems (GES).

...

SUBSTANTIVE AMENDMENTS: CAR DEALERSHIP PARKING AND STORAGE

AMENDMENT SUMMARY

SECTION 6-306

Clarify required number of parking spaces calculation for automobile sales and rental land uses.

AMENDMENT EXPLANATION

The goal of this amendment is to reduce automobile sales and rental use requests for a variance or special use permit due to the substantial number of cars in an on-site inventory, with an objective of removing automobile sales and rental inventory from the calculation of off-street parking requirements.

Currently, the Land Development Code (LDC) states that when an applicant requests more than a 20% increase to the required number allocated parking spaces, a variance or a special use modification is needed. Due to automobile sales and rental uses having substantial inventories, a variance or a special use permit is typically required.

This amendment removes a burden for the automobile sales and rental petitioners from making a universal request for modifications from the LDC to accommodate their off-street parking needs.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-306.B REQUIRED NUMBER OF OFF-STREET PARKING SPACES.

...

3. In the event that an applicant demonstrates that a new use, whether in an existing building or new construction, will require more parking spaces than the number allocated under Table 6-306(B), the Development Services Department may authorize up to a ~~twenty percent (20%)~~ increase in the total number of parking spaces permitted on the lot. **This calculation excludes the storage spaces for automobile inventory of vehicles for sale and/or lease by automobile sales and rental land uses.** Any request exceeding a ~~twenty percent (20%)~~ increase in the total number of parking spaces permitted on the lot shall be a variance or modification pursuant to a special use. The Development Services Department may issue such authorization only upon the request of the applicant and only upon determining that the new use will attract more vehicles than the parking lot could otherwise accommodate. (Ord. 2860 – 3/18/96; Amd. Ord. 4373 – 6/2/08; Amd. Ord. 4839 – 9/16/13; Amd. Ord. 5389 – 3/4/19)

...

TECHNICAL AMENDMENT: LOADING SPACES

AMENDMENT SUMMARY

Section 6-306.J.

Adjust discrepancy between the requirements and table 6-306(L)a. to consistent information.

Table 6-306(L)a.

Clarify the heading of the schedule of loading requirements table.

AMENDMENT EXPLANATION

The goal of this amendment is to improve clarity and consistency throughout the Land Development Code (LDC), with an objective of correcting the discrepancy between the requirements in the code and the table 6-306(L)a.

Currently, the LDC vertical clearance requirements do not reflect the table specifying the minimum vertical clearance requirements set forth in the Schedule of Loading Requirements table. Additionally, the aforementioned table is labeled incorrectly.

Due to this inconsistency, the recommendation is to correct the loading requirements to a uniform 12' clearance and modify the table heading to 6-306(J), ensuring consistency and accuracy.

The development community, general public, and Village Staff will benefit from this change for clarity and technical correction.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-306(J). NUMBER, SIZE AND LOCATION OF LOADING SPACES.

...

5. Unless otherwise provided by these regulations, a required loading space shall be at least ~~twelve (12)~~ feet in width by at least ~~twenty-five (25)~~ feet in length, exclusive of aisles and maneuvering space, and shall have a vertical clearance ~~of at least fourteen (14) feet.~~ **dependent on the floor area of the establishment, as displayed in Table 6-306(J)a.**

...

Table 6-306(LJ)a
SCHEDULE OF LOADING REQUIREMENTS

Floor Area of Establishment (sq. ft.)	Required Number	Minimum Size (ft.)	Minimum Vertical Clearance (ft.)
0-10,000	1	12 x 25	12
10,001-25,000	2	12 x 25	12
25,001-40,000	3	12 x 25	15
40,001-100,000	4	12 x 25	15
over 100,000	5*	12 x 25	15

* plus one additional space for every 50,000 sq. ft. of floor area over 150,000.

...

SUBSTANTIVE AMENDMENT: **MODIFY THE ENTITLEMENT REVIEW PROCESS**

AMENDMENT SUMMARY

SECTION 5-101.A.3 General Process

Change the entitlement review process to have final engineering and final landscape plans approved administratively after the Board of Trustees approves a project.

SECTION 5-101.A.3 Appearance Before the Committee of the Whole

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation.

SECTION 5-101.C Public Meeting Sequence with a Public Hearing

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation. Reorganize section in order of new process.

SECTION 5-101.K.4 Review by Development Services Department

Change language to new final approval method and clarify language associated with final engineering reviews.

CHART 5-101.A (A)

Remove chart at end of section as it will no longer correlate with proposed amendments.

AMENDMENT EXPLANATION

The goal of this amendment is to make the development review process more efficient and effective, with an objective of implementing a Lean Enterprise Institute (LEI) recommendation of modifying the timing of the final engineering and final landscaping stages within the entitlements process.

Currently, the Board of Trustees requires staff approval of final engineering and final landscaping before granting project approval. The proposed approach will enable applicants to initially present "80%" -complete plans to the Board of Trustees and subsequently address minor engineering and landscaping details administratively after project approval is granted and the ordinance is passed. This method streamlines the entitlements process, saving the development community time and money, and facilitating a more efficient project progression.

Due to the time and expense associated with preparing final plans without knowing the project will be formally approved by the BOT, staff recommends an approach that will ensure the final plans are in substantial conformance to the "80%" plans referenced in the ordinance. If the final engineering or final landscaping review results in substantial alterations to the Board-approved plans, the petitioner must restart the development review process by republishing for a public hearing and returning to the Plan Commission and Board of Trustees for revision approvals.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 5-101.A. DUE PROCESS.

1. **Purpose.** The purpose of this section is to define and outline the development review procedures that petitioners, government agents, and elected and appointed officials follow for transparent review for development and redevelopment in the Village of Orland Park.

...

3. **General Process.** There are three distinct development review processes which are ~~outlined in Chart 5-101.A (A) at the end of this section. The three processes are~~ summarized as follows:
 - a. Development Requiring Plan Commission and Board of Trustees Review:
 1. Pre-application Review with Village Staff;
 2. Filing of Application and Scheduling Plan Commission Public Hearing;
 3. Plan Commission Review and Recommendation;
 - ~~4. Committee of the Whole and/or Board of Trustees Review;~~
 - ~~5. Final Plan Preparation and Staff Review;~~
 4. ~~6.~~ Committee of the Whole Review (if applicable per Section 5.101.A.4);
 5. ~~7.~~ Board of Trustees Review and Decision-;
 6. **Final Administrative Review and Approval.**

...

4. **Appearance ~~b~~Before Committee of the Whole.** In the case where a petition has received unanimous recommendation from the Plan Commission, and at the discretion of the Director of ~~the~~ Development Services, the requirement to appear before the Committee of the Whole ~~and the Board of Trustees prior to final plan preparation and staff review~~ may be waived, therefore permitting such project to proceed directly to **the Board of Trustees.** ~~final plan preparation and staff review.~~ In such cases where a petition has not received a unanimous recommendation for approval from the Plan Commission, the petition shall proceed from the Plan Commission to the Committee of the Whole. The Committee of the Whole shall then determine if the application should proceed to ~~final plan preparation and review, be forwarded to~~ the Board of Trustees, or be remanded to the Plan Commission for further consideration.

...

SECTION 5-101.C. PUBLIC MEETING SEQUENCE WITH A PUBLIC HEARING

1. Public Meeting at Plan Commission with a Public Hearing.

- a. **Plan Commission.** The Plan Commission shall hold a public hearing in accordance with the provisions of Section [5-101.G](#) below on applications identified in Section [5-101.B.2\(a\)](#). The Plan Commission shall review the report and recommendation of the Development Services Department and testimony given at the public hearing and make a recommendation to the Board of Trustees for approval, approval with conditions, or disapproval. The Plan Commission may also choose to forward to the Board of Trustees without a recommendation.
- b. **~~The Committee of the Whole.~~** The Committee of the Whole, if required by Section [5-101.A.4](#), shall review the plans and documents, the Plan Commission recommendation, and the Development Services Department report and recommendation and shall recommend approval, approval with conditions, or disapproval to the Board of Trustees. If the Committee of the Whole recommends approval or approval with conditions, the Committee of the Whole shall authorize the applicant to proceed to **the Board of Trustees.** ~~final plan preparation and staff review as per paragraph 5-101.C.1c.~~ If the Committee of the Whole recommends denial, the petition will proceed directly to the Board of Trustees. If there are significant changes to the development application, the Committee of the Whole or the Board of Trustees may remand the application to the Plan Commission for further review and recommendation.
- c. **Board of Trustees.** Upon receipt and review of the recommendation of the Plan Commission or Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.
- d. **Village Staff.** Upon receiving approval from the Board of Trustees and prior to the issuance of any permits or occupancies related to the entitlement, Village staff shall review final engineering, site, and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees.

~~**c. Final Plan Preparation and Staff Review.** Upon a positive and unanimous recommendation from the Plan Commission or as per Section 5-101.A.4, the applicant, working with the Development Services Department, shall proceed with preparation and review of final engineering and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees. Concurrently, the Development Services Department shall proceed with preparation of a draft development agreement or annexation agreement as may be applicable. The recommendation of the Plan Commission shall not be scheduled for review by the Committee of the Whole or the Board of Trustees until all final plans are approved by the Development Services Department and the applicable agreement is prepared in draft and is ready for review and approval by the Board of Trustees. (Amd. Ord. 5221 - 9/18/17)~~

~~**d. Committee of the Whole.** Upon staff preparation of applicable draft agreements and determination that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, the development shall proceed to the Committee of the Whole. The Committee of the Whole shall review all pertinent information provided by the Director of Development Services, the Plan Commission, the petitioner, and the testimony and evidence from prior public meetings and hearings and provide a recommendation to the Board of Trustees for approval of the final ordinances and agreements.~~

~~**e. Board Action.** Upon receipt and review of the recommendation of the Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.~~

...

SECTION 5-101.K ROLE OF THE DEVELOPMENT SERVICES DEPARTMENT

...

4. Review by Development Services Department

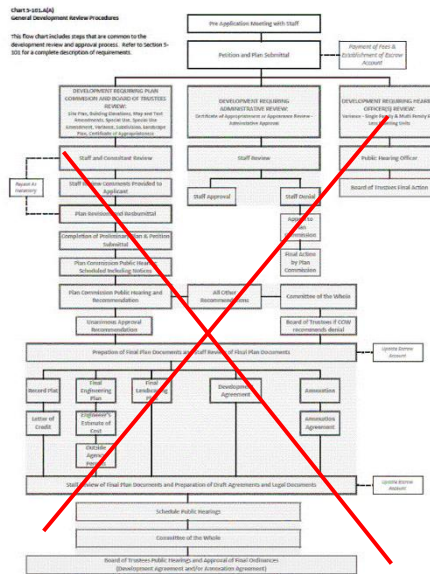
- a. **Application Review.** The Development Services Department shall review the complete application for development approval in accordance with these regulations and particularly with Section [5-105](#), if the development requires a special use permit, Section [5-108](#), if the development requires an amendment to the text of these regulations or the Zoning District Map, Section [5-109](#), if the development requires a variance, Section [5-112](#), for development requirements and subdivision review, and/or Section [5-110](#) and [6-209](#), if the development requires a Certificate of Appropriateness. (Amd. Ord. 4996 - 6/15/15)
- b. **Preliminary Plan Review Process.** The Development Services Department shall review the complete application for development, the preliminary plan, and coordinate the review of the engineering plans associated with the application for development. Preliminary engineering plans shall be approved prior to proceeding to the Plan Commission.
- ~~b. Preliminary Plan Review Process. The Development Services Department shall review the complete application for development and its preliminary plan before proceeding to Plan Commission.~~
- ~~c. Preliminary Engineering Review Process. The Development Services Department shall review the engineering plans associated with the application for development and confirm preliminary engineering acceptance prior to proceeding to the Plan Commission or hold the application from proceeding to Plan Commission until outstanding preliminary engineering items are met.~~
- c. **80% Plan Approval.** Following a recommendation from the Plan Commission or the Committee of the Whole, the Development Services Department will evaluate an 80% plan. An 80% plan is one that is deemed sufficient for Board of Trustees final decision, with no major changes expected. The Development Services Department will oversee the review of the engineering plans related to the development application. Site and engineering plans at the 80% completion stage must receive approval from both the Development Services Department and the Engineering Department before progressing to the Board of Trustees.
- ~~d. Final Plan Review Process. The Development Services Department may continue to review the complete application for development throughout the decision-making process to recommend corrections or amendments to plans pursuant to recommendations by the Plan Commission, the Committee of the Whole, and the Board of Trustees.~~
- d. **Ordinances and Agreements.** The Development Services Department shall coordinate the ordinances and agreements for final approval by the Board of Trustees.
- e. **Final Engineering Plan Review Process.** After approval from the Board of Trustees, the Development Services Department shall coordinate the review of the final engineering plans associated with the application for development to determine that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, and as outlined in the final ordinance or agreement. ~~7. prior to consideration of the final ordinances or agreements by the Board of Trustees.~~
 1. If the final engineering review results in substantial alterations to the plans reviewed during the public hearing by the Plan Commission, and by the Committee of the Whole, approved by the Board of Trustees, then the applicant

shall return to the Plan Commission and restart the development review process, republishing in the event of a petition requiring a public hearing.

- a. Substantial alterations to a final plan shall include but not be limited to things such as:
 - Enlargement of storm water facility sizes;
 - Reductions in setbacks;
 - Construction of or alterations to retaining walls;
 - Changes in street layout/land use;
 - Increases in lot coverage;
 - Changes parking configurations;
 - Changes that result in new or expanded variances or modifications to special use regulations; and
 - Changes to the number of units, building area, or building stories.

GENERAL DEVELOPMENT PROCEDURES

CHART 5-101.A (A)



...

SUBSTANTIVE AMENDMENTS: **MODIFY RESIDENTIAL BEST MANAGEMENT PRACTICES (BMPs)**

AMENDMENT SUMMARY

SECTION 6-201.F. E-1 Estate Residential

SECTION 6-202.F. R-1 Residential

SECTION 6-203.F. R-2 Residential

SECTION 6-203.5.F. R-2A Residential

SECTION 6-204.F. R-3 Residential

SECTION 6-204.5.F. R-3A Residential

SECTION 6-205.F. R-4 Residential

SECTION 6-206.G. RSB Residential and Supporting Business District

Revise maximum lot coverage by removing increased lot coverage allowances through BMPs.

SECTION 6-305.F.2.c. Single-Family Residential Naturalized Landscaping

Remove the Monitoring and Management Plan (M&M Plan) requirements for naturalized landscaping in single-family residential areas.

AMENDMENT EXPLANATION

The goal of these amendments is to mitigate stormwater runoff by establishing maximum lot coverage allowances that are more easily understood by the public and more easily enforced by Village staff, with an objective of setting a maximum coverage percentage and removing the provision of allowing additional lot coverage with the use of Best Management Practices (BMPs).

Per the Land Development Code (LDC), each zoning district has a base lot coverage which can be increased with the use of BMPs such as naturalized landscaping, permeable pavers, and rain barrels. When residents have met the base lot coverage for the zoning district in which they are located, residents opt to utilize BMPs to expand their impervious lot coverage. Tracking the installation and management of BMPs is time-consuming for Development Services staff and the maintenance of the BMPs is tedious for the homeowners. For the increased lot coverage completed without a permit, the Village has the daunting task of retroactively applying BMPs and/or informing the homeowner that some or all of their improvement project must be removed or modified.

Due to the policing and management needs to ensure the BMPs continue to control stormwater runoff, the recommendation is to remove the BMP allowances and establish one maximum lot coverage for each residential zoning district based on the average of the maximum ranges within each zoning district in the existing regulations.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-305-F.2.c. SINGLE-FAMILY NATURALIZED LANDSCAPING. Single-family residential properties that include naturalized landscaping areas that exceed ~~twelve inches (12")~~ **12 inches** in height are exempt from the letter of credit requirements detailed in 6-305.E.3.e Letter of Credit, although a Landscape Plan ~~and an abridged Monitoring and Management Plan (M&M Plan) are~~ **is** still required. The following conditions apply to naturalized landscaping on single-family residential properties:

1. A property owner shall apply to the Development Services Department and receive a written approval of the landscape plan prior to the installation of the naturalized landscaping.

i. The application shall include a plat of survey and a site plan of the single-family lot drawn to scale on a sheet not less than ~~eight and one-half inches by eleven inches (8½" inches ×~~ **by 11" inches**), which contains: the location of property lines; location of structures, fences, existing drainage patterns, and paved areas; location of each natural landscaping area; a list by scientific and common name of species intended to be planted and maintained within each area; and the setback distance of each naturalized landscape area that will be located near any property line. Any proposed soil amendments and levels of shade and sunlight should also be included on the plan.

~~2. An M&M Plan for the near- and long-term maintenance of the naturalized landscape area shall be submitted for review and approval.~~

~~i. The Village document, commonly referred to as "Monitoring and Management Plan for Naturalized Vegetation Areas on Single Family Residential Properties", as amended, shall be used as a template for the completion of a single-family residential naturalized landscape Monitoring and Management Plan. Minor edits to this template may be made by the petitioner; however, the final text of the M&M Plan shall be approved by the Development Services Department.~~

3. It shall be permitted to grow native plants that exceed ~~twelve inches (12")~~ **12 inches** in height within a natural landscaping area, including ferns, grasses, sedges, rushes, forbs, shrubs and trees, in lieu of turf grass lawn in designed and managed natural landscape areas.

4. Natural landscaping shall be permitted in rear or side yards only, and setback at a minimum of ~~three (3) feet~~ **3 feet** of any property line. No setback shall be required where the natural landscaping is separated from adjacent lots by fencing or continuous shrub of ~~three (3) feet~~ **3 feet** or more in height, or where the natural landscape area abuts permitted naturalized landscaping on an adjacent lot.

5. Naturalized landscaping may occupy a maximum of ~~thirty percent (30%)~~ **30 percent** of the total existing open space within the side or rear yards of a single-family residential property.

...

8. Upon installation of a naturalized landscape area, the site shall be inspected by a Village inspector or designee to verify compliance with the approved landscape plan ~~and proper maintenance of the natural landscape area.~~ After a successful inspection, the property owner will be provided with a letter from the Village certifying that the naturalized landscape has been inspected and meets the criteria of this Section. ~~Subsequent inspections shall be performed annually by the Village or designee, or as determined by the Development Services Department.~~

9. Permission for single-family residential natural landscaping may be revoked with cause, such as failure of the owners to manage the areas or to respond to notices of creation of a nuisance or violation of the weed control ordinance.

SECTION 6-201. E-1 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~— a. The base lot coverage allowed by right is not to exceed twenty-five (25)~~ **30%** for the principal structures, pavement, and accessory structures.

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed thirty-five percent (35%).~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

...

SECTION 6-202. R-1 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~— a. The base lot coverage allowed by right is not to exceed thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%):~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage:~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage:~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage:~~

~~— iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

...

SECTION 6-203. R-2 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

v. Non-residential land uses are allowed up to ~~seventy percent (70%)~~ impervious lot coverage by right.

...

SECTION 6-203.5.F. R-2A RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-204.F. R-3 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-204.5.F. R-3A RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-205.F. R-4 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty-five percent (45%)~~ **50%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

ii. For single family attached and multi-family residential uses, ~~sixty percent (60%)~~ **60%** lot coverage is allowed by right.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty-five percent (55%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-206.G. RSB RESIDENTIAL AND SUPPORTING BUSINESS DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.—The base lot coverage allowed by right is not to exceed sixty-five percent (65%)~~ **70%** for the principal structures, pavement, and accessory structures.

~~b.—Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed seventy-five percent (75%).~~

~~i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

~~iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

...

TECHNICAL AMENDMENTS: CLARIFY DRIVEWAY AND DRIVEWAY APRON REGULATIONS

AMENDMENT SUMMARY

Section 3-4-2-6

Clarify the construction requirements for driveways and driveway aprons.

Section 6-306.E.8

Clarify driveway and driveway apron dimensions to be consistent with the information regarding driveways and driveway aprons in the Village Code.

Section 6-406.B.6

Clarify driveway and driveway apron requirements by referencing the Village Code.

AMENDMENT EXPLANATION

The goal of these amendment is to ensure clear communication and consistent application of the driveway and driveway apron regulations, with an objective of describing the dimensions in the Land Development Code (LDC) and having other Village Code and LDC sections recognize other sections by reference.

This substantive amendment will not require existing driveways to change. The Village Code and the LDC have the similar dimensions; however, the Village Code requirements are more descriptive and have the potential to be interpreted differently than the LDC.

The proposed amendments will clarify the appropriate dimensions for the public and Village staff. The Village Code will retain the specifications such as base layers, pavement thickness, etc., while the LDC will retain the zoning-related dimensions such as driveway widths and setbacks.

Due to the inconsistent descriptions of driveway and driveway apron requirements, it is recommended to have one location for each regulation type with references in other sections of the code, as-needed.

Please note that this amendment includes a change in the Village Code regulations in addition to the LDC. In addition, a follow-up to these amendments may occur in the future after Engineering and Planning staff review the specifications in the Village Code and LDC, and consider increasing the maximum 2-car garage driveway width from 20' to 21'.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 3-4-2-6 CONSTRUCTION SPECIFICATION AND REQUIREMENTS

...

Widths: ~~The maximum width for driveways for single family residences including circle drives shall be ten feet (10') at the sidewalk line and sixteen feet (16') at the curb; provided, that where a two-car or three-car garage is located within thirty feet (30') of the property line, the driveway shall not exceed twenty feet (20') at the sidewalk line or twenty-six feet (26') at the curb or thirty (30) feet at the sidewalk line and thirty-six (36) feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property. The maximum width for driveways for all other uses shall be as approved by the Board of Trustees upon recommendation by the Department of Engineering.~~ The maximum width shall be in accordance with Section 6-406.B.

...

Driveway Aprons: ~~Single family residential driveway aprons shall have a maximum width of ten (10) feet for one-car driveways, and a maximum width of twenty (20) feet for two-car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a width three (3) feet greater at the curb line.~~ All residential aprons shall have a minimum concrete thickness of six (6) inches and a granular bedding base of two (2) inches. Multi-family development business, office research, and industrial district driveway aprons shall be constructed with ten (10) foot radius returns unless otherwise required by the Department of Engineering.

...

SECTION 6-306.E.8 OFF-STREET PARKING AND LOADING REQUIREMENTS

...

- a. Passenger Automobile parking is not permitted in any required side setback in a residential district. Passenger automobile parking is permitted in the driveway of the required corner side yard setback with a ~~twenty (20)~~ 20-foot minimum driveway length, excluding right-of-way and sidewalks. No open off-street parking serving a residential use in a non-required side setback shall be located nearer than ~~five (5)~~ 5 feet to a principal residential building. (Ord.2959-11/18/96)

...

SECTION 6-406.B. SIDEWALKS, DRIVEWAYS, AND PARKING LOTS

...

6. Widths and Lengths. ~~Single-family residential driveways and driveway aprons shall have a maximum width of twenty (20) feet for one (1) car garages, twenty-six (26) feet for two (2) car garages, and thirty-six (36) feet for three (3) car garages.~~ **The maximum width for driveways for single family residences including circle drives shall be 10 feet at the sidewalk line and 16 feet at the curb; provided, that where a two-car or three-car garage is located within 30 feet of the property line, the driveway shall not exceed 20 feet at the sidewalk line or 26 feet at the curb, or 30 feet at the sidewalk line and 36 feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property.** The maximum width of a driveway is applicable to the entire driveway length between the building line and sidewalk. **Single family residential driveway aprons shall have a maximum width of ten feet 10 feet for one-car driveways, a maximum width of 20 feet for two-car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a maximum width of 3 feet to either side at the curb line.** ~~The maximum width of a driveway apron is applicable to the entire driveway length between the sidewalk and the street. The maximum width for driveway lane for single family residences shall be forty (40) percent of the lot width up to thirty-six (36) feet, applicable to the entire driveway length between the building line and curb line. The maximum width for circle driveway lane shall be twenty (20) feet, applicable to the entire driveway length between the building line and curb line.~~ The minimum driveway length shall be ~~eighteen (18)~~ **18** feet, excluding right-of-way and sidewalks. No driveway shall encroach upon any portion of the parkway in front of the adjoining parkway. **Driveways and driveway aprons also must adhere to construction specifications and requirements in section 3-4-2-6 of the Village Code.** The maximum width for driveways **and driveway aprons** for all other uses shall be as approved by the Board of Trustees upon recommendation of the Engineering Department. (Ord. 2959 – 11/18/96; Amd. Ord. 3281 – 8/16/99; Amd. Ord. 5061 1/26/16; Amd. Ord. 5126 9/19/16; Amd. Ord. 5653 - 11/1/21)

...

SUBSTANTIVE AMENDMENT: ADD A NEW PERMITTED USE TO THE OPEN SPACE DISTRICT

AMENDMENT SUMMARY

SECTION 2-102. Definitions

Add and define “civic and fraternal non-profit organization”.

SECTION 6-213. Open Space District

Amend language to add new permitted uses to the Open Space (OS) zoning district.

AMENDMENT EXPLANATION

The goal of this amendment is allow other recreational opportunities in the Land Development Code (LDC), with an objective to add an additional permitted use to the OS district that supports recreation and park activities.

The proposed amendment seeks to allow for *civic and fraternal non-profit organization* as a permitted use in the OS district. The Comprehensive Plan emphasizes that gathering spaces and recreational areas are appropriate for the OS district. Civic and fraternal organizations play a significant role in enhancing and fostering community engagement, and align with the core objectives of the OS district. It is important to note that this amendment is designed to accommodate civic and fraternal non-profit organizations, without specifying any particular organization, to maintain inclusivity and flexibility.

Due to community-focused and non-profit organizations contributing to the well-being of the community and its residents; promoting community engagement, social gatherings, and recreational activities; and catering to the needs of a diverse range of community-focused initiatives, it is recommended a *civic and fraternal non-profit organization* land use be added as a permitted use in the OS district.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 2-102. Definitions.

...

Civic and Fraternal Non-Profit Organization means any local community affairs entity or group of people organized for a common purpose that is not maintained for the purpose of making a profit.

...

SECTION 6-213. OPEN SPACE DISTRICT

A. **Purpose.** The purpose of the Open Space District is to protect the Village’s parks, natural areas, retention ponds, detention basins, **civic and fraternal non-profit organizations**, and open space corridor connections. It is also to ensure permanent access to outdoor recreation, ~~and~~ natural areas, **and other recreational opportunities** for residents in all neighborhoods and to enhance the value of nearby properties. (Amd. Ord. 5822 - 7/17/23)

B. **Permitted Uses.** The following uses may be established as permitted uses in the Open Space District, in accordance with the procedures established in Sections 5-101 through 5-104:

1. Public recreational facilities including playgrounds, public swimming pools, playing fields, trails, sports activities, outdoor amphitheaters, camping areas, picnicking areas, boating areas, fishing activities, golf courses, **civic and fraternal non-profit organizations**, and accessory uses such as related parking, washrooms, storage, etc.

...

C. **Prohibited Uses.** The following uses are prohibited as they would conflict with the purpose of protecting parks and natural areas:

1. Any private development of structures or facilities; the exception is cemetery and ComEd facilities as stated above;

2. Any public facilities unrelated to the operation or protection of parks, natural areas, **civic and fraternal non-profit organizations for the benefit of the public**, and retention/detention facilities.

...

..T

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE VILLAGE OF ORLAND PARK, AS AMENDED

..B

WHEREAS, the Corporate Authorities of the Village of Orland Park, an Illinois home rule municipality, have on February 8, 1991, adopted a Land Development Code (“the Code”) and zoning map; and

WHEREAS, amendments to the Code are adopted from time to time to ensure that the Code is up to date and responsive to community needs; and

WHEREAS, the Plan Commission of the Village held a public hearing on November 7, 2023 on whether the proposed amendments should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said hearing in the Daily Southtown, a newspaper of general circulation in this Village; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendation that the proposed amendments to Section 6-306 (J) of the Land Development Code of the Village be made, and this Board of Trustees has duly considered said report and findings and recommendations; and

WHEREAS, the President and Board of Trustees of the Village of Orland Park have determined that it is in the best interests of the Village and its residents to update the aforementioned sections of the Land Development Code in order to bring it in line with surrounding communities and the Village’s needs;

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1: This Board finds and determines that the adoption of the following amendments to the Land Development Code of the Village of Orland Park is in the best interests of the Village and its residents, is in the public interest, constitutes an improvement to the Land Development Code of the Village of Orland Park, and is in keeping with the spirit and in furtherance of the purpose of the Land Development Code of the Village of Orland Park, as set forth in Section 1-102 thereof.

SECTION 2: Article 6, Section 6-306 (J)(5) shall hereby be amended as follows: (deleted language marked with strikethrough and new language marked with underlining):

5. Unless otherwise provided by these regulations, a required loading space shall be at least ~~twelve (12)~~ feet in width by at least ~~twenty-five (25)~~ feet in length, exclusive of aisles and maneuvering space, and shall have a vertical clearance ~~of at least fourteen (14) feet.~~ dependent on the floor area of the establishment, as displayed in Table 6-306(J)a.

SECTION 3: Article 6, Section 6-306 (J) (TABLE 6-306(L)(a)) shall hereby be deleted in its entirety and replaced with the following:

Table 6-306(~~L~~J)a
SCHEDULE OF LOADING REQUIREMENTS

Floor Area of Establishment (sq. ft.)	Required Number	Minimum Size (ft.)	Minimum Vertical Clearance (ft.)
0-10,000	1	12 x 25	12
10,001-25,000	2	12 x 25	12
25,001-40,000	3	12 x 25	15
40,001-100,000	4	12 x 25	15
over 100,000	5*	12 x 25	15

* plus one additional space for every 50,000 sq. ft. of floor area over 150,000.

SECTION 4: To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to Sections that need to be amended or deleted within the Orland Park Village Code, as amended, as a consequence of the above Code Amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

SECTION 5: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 6: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Orland Park Land Development Code, as amended, shall remain in full force and effect.

SECTION 8: This Ordinance shall be in full force and effect from and after its adoption and publication in pamphlet form as provided by law.

SECTION 9: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number: **2023-0995**
Orig. Department: **Development Services Department**
File Name: **Land Development Code - Substantive Amendment: Car Dealership Parking and Storage**

BACKGROUND:

AMENDMENT SUMMARY **SECTION 6-306**

Clarify required number of parking spaces calculation for automobile sales and rental land uses.

AMENDMENT EXPLANATION

The goal of this amendment is to reduce automobile sales and rental use requests for a variance or special use permit due to the substantial number of cars in an on-site inventory, with an objective of removing automobile sales and rental inventory from the calculation of off-street parking requirements.

Currently, the Land Development Code (LDC) states that when an applicant requests more than a 20% increase to the required number allocated parking spaces, a variance or a special use modification is needed. Due to automobile sales and rental uses having substantial inventories, a variance or a special use permit is typically required.

This amendment removes a burden for the automobile sales and rental petitioners from making a universal request for modifications from the LDC to accommodate their off-street parking needs.

On December 18, this item was reviewed by the Committee of the Whole, recommended for approval, and referred to the Village Board of Trustees for consideration

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve case number 2023-0995 also known as Substantive Amendment: Car Dealership Parking and Storage;

AND

I move to adopt an Ordinance entitled: AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE VILLAGE OF ORLAND PARK, AS AMENDED.

THIS PART IS FOR REFERENCE ONLY (NOT NECESSARY TO BE READ)

I move to approve the Land Development Code Amendments for Section 6-306 as presented in

the attached amendment report titled "11/07/23 Land Development Code Amendments" dated November 3, 2023.

MAYOR

Keith Pekau

VILLAGE CLERK

Patrick R. O’Sullivan

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
orlandpark.org



**ORLAND
PARK**

DEVELOPMENT SERVICES

TRUSTEES

William R. Healy

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Michael R. Milani

Sean Kampas

Brian J. Riordan

Joni J. Radaszewski

Amendment Report to the Board of Trustees

Project: 11/7/23 and 11/21/2023 Land Development Code Amendments

Prepared By: Development Services Department

SUBSTANTIVE AMENDMENT: CHANGE PUBLIC HEARING NOTICE MAILING REQUIREMENTS

AMENDMENT SUMMARY

SECTION 5-101.G.2.b

Amend the language to eliminate the certified mail mandate for public hearing notifications and replace it with the use of first-class mail.

AMENDMENT EXPLANATION

The goal of this amendment is to change the notification requirements for public hearings to better inform property owners within 300’ of a development change. The objective of changing this requirement is to reduce the time and cost burden on applicants who are sending out public hearing notices. Our current process is to have applicants send out certified mail to all property owners within 300’ of a proposed development change and sign an affidavit prior to the public hearing for the case.

Due to the rising costs associated with certified mail, priced at \$8.10 per envelope, and that certified mail cards often go unsigned at the post office, we are proposing to change the process to require first class mail to be sent in place of certified mail. First class mail costs \$0.66 per envelope and does not require a signature from each property owner, meaning that less mail will end up unsigned at the post office and more neighbors will be notified of the proposed request.

In addition to sending out first class mail, the applicant will be required to obtain a certificate of mailing receipt from the post office. The certificate of mailing receipt proves that the notification letters were sent out in a timely manner in accordance with the Illinois State Statute for public hearing notices. The affidavit for the public hearing notice must still be signed and notarized prior to the Plan Commission meeting.

Finally, the applicant must provide a list of addresses located within the 300’ notification radius. This step identifies the property owners obligated to receive a notification letter.

This amendment seeks to change public hearing notifications for property owners within a 300’ radius of the proposed requests by transitioning from certified mail to first class mail with additional documentation. This change not only reduces financial and logistical burdens on applicants but also mitigates the risk of mail going unsigned at the post office. The additional requirement of a certificate of mailing receipt and an address list within the notification buffer further ensures a timely and effective notification process. The proposed amendment complies with the Illinois Statute for public hearing notifications.

PLAN COMMISSION RECOMMENDATION As presented.

PROPOSED AMENDMENT TEXT

SECTION 5-101.G.2.b Notification Requirements.

...

2. It is the petitioner's/applicant's responsibility to send a copy of the notice by **certified first-class** mail ~~with return receipt requested~~ to each of the owners of record of adjacent properties and within 300 feet of any property upon which development is proposed. ~~The petitioner/ applicant must also retain the certified mail receipts for a period of no less than seven (7) years from the final Village Board action on the proposal.~~

...

5. It is the petitioner's/applicant's responsibility to submit a notarized affidavit, **list of addressed to be notified, and a certificate of mailing from the United States Post Office** to staff prior to or at the Plan Commission meeting confirming that all requirements listed above have been met.

...

SUBSTANTIVE AMENDMENT: REMOVE NET BUILDABLE ACRES FROM DENSITY CALCULATION

AMENDMENT SUMMARY

SECTION 2-102

Amend regulations to remove net buildable acres from the Land Development Code (LDC).

AMENDMENT EXPLANATION

The goal of this amendment is to change the calculation method for density with an objective of eliminating unnecessary obstacles to residential development.

Currently, density is calculated based on net buildable acres, which deducts certain areas like utility easements, parks, and wetlands from a subject site's overall density. This method makes it cumbersome for developers dealing with limited available land and additional land use restrictions to understand the development potential prior to spending thousands of dollars preparing a proposal package and petitioning the village for an entitlement approval.

This amendment is proposed because of an increase in rainfall data and MWRD requirements has resulted in stricter stormwater mitigation standards. Conceptual plans for developments, particularly those with stormwater management needs or on-site wetlands, are consistently rejected for being too dense after a significant amount of time and money have already been invested in a project.

Such plans would meet LDC standards if the density definition did not include the detention pond or wetland area in the density calculation. This change can help reduce the number of requested variances and modifications to our code in relating to setbacks and density.

The proposed shift to a gross density calculation involves considering the total land area of a subject site without deducting these elements, offering a practical and straightforward solution which also supports investment. This adjustment optimizes land use while adhering to code requirements and accommodating evolving housing preferences, such as an increasing demand for single-family attached homes.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 2-102. DEFINITIONS

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Density is defined as the number of dwelling units per ~~Net Buildable Acres~~ **acre** on **the a subject** site. (Ord. 4096 – 12/5/05)

...

~~**Net Buildable Acres** means lands within one (1) site that are contiguous and accessible by the same local or internal road system. Net Buildable Acres shall be calculated by deducting the following from the Gross Acreage of Land: (Ord. 4096 – 12/5/05)~~

~~— 1. 50% of Com Ed easement if owned by the petitioner and the space serves as a public open space amenity;~~

~~— 2. 50% of land required for a Park or School dedication;~~

~~— 3. Perimeter road right-of-way dedication;~~

~~— 4. Floodplain that must be conserved;~~

~~— 5. Detention and retention areas up to the high water level; and (Ord. 4434 – 12/1/08)~~

~~— 6. Wetlands that must be conserved either by Federal, State or Local requirements. (Ord. 4434 – 12/1/08)~~

~~**Net Buildable Acreage** can include:~~

~~— 1. Private and common open space;~~

~~— 2. Internal roads, bikepaths and dedicated transitways;~~

~~— 3. Environmental and historic areas conserved that would otherwise be buildable; and~~

~~— 4. Underground utility easements that may be usable for yard space.~~

...

SUBSTANTIVE AMENDMENT: CHANGE SOLAR PANEL REVIEW PROCESS

AMENDMENT SUMMARY

SECTION 6-314 ENVIRONMENTAL CLEAN TECHNOLOGY

Amend the Land Development Code (LDC) to remove Appearance Review requirements for single family residential rooftop solar panels.

AMENDMENT EXPLANATION

The goal is to revise the regulations for the Environmental Clean Technology (ECT) Appearance Review with an objective of simplifying the solar panel review process for both residents and staff. Initially, solar panels required Special Use Permits approved by the Village Board due to the uncertainty of the technology and potential impact on neighbors. However, the process was changed to a the review process because these concerns were unfounded, but there still were changes to the exterior of homes.

The proposed amendment eliminates the need for Appearance Reviews specifically for residential flush-mounted rooftop solar panels, which consistently adhere to all other LDC requirements. We are changing this now because virtually all solar panels are surface-mounted and parallel to the sloped roof surface.

This amendment is intended to streamline the review process, creating less paperwork for residents, and freeing up considerable staff time and resources, as all tasks associated with the Appearance Review are already addressed during the permit review for residential solar panels. This amendment will also enhance staff efficiency and enable more timely reviews of other permit applications and development petitions.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-314.B. ENVIRONMENTAL CLEAN TECHNOLOGY REVIEW AND APPROVAL PROCESS.

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1. **Application.** Except for residential flush-mounted rooftop solar panels, All petitioners seeking to construct or install an ECT must submit a complete Appearance Review application to the Development Services Department concurrently with a building permit application. ECT projects accessory to buildings or structures in the Old Orland Historic District or an Orland Park Landmark shall submit a complete Certificate of Appropriateness (COA) application to the Development Services Department concurrently with a building permit application. All ECT projects shall be reviewed in accordance with the regulations of this Section.
2. **Administrative Review.** Per this subsection, the following ECT projects shall be reviewed and approved administratively via an Appearance Review by the Development Services Department, in accordance with Section [5-106](#) (Appearance Review):
 - a. Solar Energy Systems (SES).

b. Geothermal Energy Systems (GES).

...

SUBSTANTIVE AMENDMENTS: CAR DEALERSHIP PARKING AND STORAGE

AMENDMENT SUMMARY

SECTION 6-306

Clarify required number of parking spaces calculation for automobile sales and rental land uses.

AMENDMENT EXPLANATION

The goal of this amendment is to reduce automobile sales and rental use requests for a variance or special use permit due to the substantial number of cars in an on-site inventory, with an objective of removing automobile sales and rental inventory from the calculation of off-street parking requirements.

Currently, the Land Development Code (LDC) states that when an applicant requests more than a 20% increase to the required number allocated parking spaces, a variance or a special use modification is needed. Due to automobile sales and rental uses having substantial inventories, a variance or a special use permit is typically required.

This amendment removes a burden for the automobile sales and rental petitioners from making a universal request for modifications from the LDC to accommodate their off-street parking needs.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-306.B REQUIRED NUMBER OF OFF-STREET PARKING SPACES.

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3. In the event that an applicant demonstrates that a new use, whether in an existing building or new construction, will require more parking spaces than the number allocated under Table 6-306(B), the Development Services Department may authorize up to a ~~twenty percent (20%)~~ increase in the total number of parking spaces permitted on the lot. **This calculation excludes the storage spaces for automobile inventory of vehicles for sale and/or lease by automobile sales and rental land uses.** Any request exceeding a ~~twenty percent (20%)~~ increase in the total number of parking spaces permitted on the lot shall be a variance or modification pursuant to a special use. The Development Services Department may issue such authorization only upon the request of the applicant and only upon determining that the new use will attract more vehicles than the parking lot could otherwise accommodate. (Ord. 2860 – 3/18/96; Amd. Ord. 4373 – 6/2/08; Amd. Ord. 4839 – 9/16/13; Amd. Ord. 5389 – 3/4/19)

...

TECHNICAL AMENDMENT: LOADING SPACES

AMENDMENT SUMMARY

Section 6-306.J.

Adjust discrepancy between the requirements and table 6-306(L)a. to consistent information.

Table 6-306(L)a.

Clarify the heading of the schedule of loading requirements table.

AMENDMENT EXPLANATION

The goal of this amendment is to improve clarity and consistency throughout the Land Development Code (LDC), with an objective of correcting the discrepancy between the requirements in the code and the table 6-306(L)a.

Currently, the LDC vertical clearance requirements do not reflect the table specifying the minimum vertical clearance requirements set forth in the Schedule of Loading Requirements table. Additionally, the aforementioned table is labeled incorrectly.

Due to this inconsistency, the recommendation is to correct the loading requirements to a uniform 12' clearance and modify the table heading to 6-306(J), ensuring consistency and accuracy.

The development community, general public, and Village Staff will benefit from this change for clarity and technical correction.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-306(J). NUMBER, SIZE AND LOCATION OF LOADING SPACES.

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5. Unless otherwise provided by these regulations, a required loading space shall be at least ~~twelve (12)~~ feet in width by at least ~~twenty-five (25)~~ feet in length, exclusive of aisles and maneuvering space, and shall have a vertical clearance ~~of at least fourteen (14) feet.~~ **dependent on the floor area of the establishment, as displayed in Table 6-306(J)a.**

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Table 6-306(LJ)a
SCHEDULE OF LOADING REQUIREMENTS

Floor Area of Establishment (sq. ft.)	Required Number	Minimum Size (ft.)	Minimum Vertical Clearance (ft.)
0-10,000	1	12 x 25	12
10,001-25,000	2	12 x 25	12
25,001-40,000	3	12 x 25	15
40,001-100,000	4	12 x 25	15
over 100,000	5*	12 x 25	15

* plus one additional space for every 50,000 sq. ft. of floor area over 150,000.

...

SUBSTANTIVE AMENDMENT: MODIFY THE ENTITLEMENT REVIEW PROCESS

AMENDMENT SUMMARY

SECTION 5-101.A.3 General Process

Change the entitlement review process to have final engineering and final landscape plans approved administratively after the Board of Trustees approves a project.

SECTION 5-101.A.3 Appearance Before the Committee of the Whole

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation.

SECTION 5-101.C Public Meeting Sequence with a Public Hearing

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation. Reorganize section in order of new process.

SECTION 5-101.K.4 Review by Development Services Department

Change language to new final approval method and clarify language associated with final engineering reviews.

CHART 5-101.A (A)

Remove chart at end of section as it will no longer correlate with proposed amendments.

AMENDMENT EXPLANATION

The goal of this amendment is to make the development review process more efficient and effective, with an objective of implementing a Lean Enterprise Institute (LEI) recommendation of modifying the timing of the final engineering and final landscaping stages within the entitlements process.

Currently, the Board of Trustees requires staff approval of final engineering and final landscaping before granting project approval. The proposed approach will enable applicants to initially present "80%" -complete plans to the Board of Trustees and subsequently address minor engineering and landscaping details administratively after project approval is granted and the ordinance is passed. This method streamlines the entitlements process, saving the development community time and money, and facilitating a more efficient project progression.

Due to the time and expense associated with preparing final plans without knowing the project will be formally approved by the BOT, staff recommends an approach that will ensure the final plans are in substantial conformance to the "80%" plans referenced in the ordinance. If the final engineering or final landscaping review results in substantial alterations to the Board-approved plans, the petitioner must restart the development review process by republishing for a public hearing and returning to the Plan Commission and Board of Trustees for revision approvals.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 5-101.A. DUE PROCESS.

1. **Purpose.** The purpose of this section is to define and outline the development review procedures that petitioners, government agents, and elected and appointed officials follow for transparent review for development and redevelopment in the Village of Orland Park.

...

3. **General Process.** There are three distinct development review processes which are ~~outlined in Chart 5-101.A (A) at the end of this section. The three processes are~~ summarized as follows:
 - a. Development Requiring Plan Commission and Board of Trustees Review:
 1. Pre-application Review with Village Staff;
 2. Filing of Application and Scheduling Plan Commission Public Hearing;
 3. Plan Commission Review and Recommendation;
 - ~~4. Committee of the Whole and/or Board of Trustees Review;~~
 - ~~5. Final Plan Preparation and Staff Review;~~
 4. ~~6.~~ Committee of the Whole Review (if applicable per Section 5.101.A.4);
 5. ~~7.~~ Board of Trustees Review and Decision-;
 6. **Final Administrative Review and Approval.**

...

4. **Appearance ~~b~~Before Committee of the Whole.** In the case where a petition has received unanimous recommendation from the Plan Commission, and at the discretion of the Director of ~~the~~ Development Services, the requirement to appear before the Committee of the Whole ~~and the Board of Trustees prior to final plan preparation and staff review~~ may be waived, therefore permitting such project to proceed directly to **the Board of Trustees.** ~~final plan preparation and staff review.~~ In such cases where a petition has not received a unanimous recommendation for approval from the Plan Commission, the petition shall proceed from the Plan Commission to the Committee of the Whole. The Committee of the Whole shall then determine if the application should proceed to ~~final plan preparation and review, be forwarded to~~ the Board of Trustees, or be remanded to the Plan Commission for further consideration.

...

SECTION 5-101.C. PUBLIC MEETING SEQUENCE WITH A PUBLIC HEARING

1. Public Meeting at Plan Commission with a Public Hearing.

- a. **Plan Commission.** The Plan Commission shall hold a public hearing in accordance with the provisions of Section [5-101.G](#) below on applications identified in Section [5-101.B.2\(a\)](#). The Plan Commission shall review the report and recommendation of the Development Services Department and testimony given at the public hearing and make a recommendation to the Board of Trustees for approval, approval with conditions, or disapproval. The Plan Commission may also choose to forward to the Board of Trustees without a recommendation.
- b. **~~The Committee of the Whole.~~** The Committee of the Whole, if required by Section [5-101.A.4](#), shall review the plans and documents, the Plan Commission recommendation, and the Development Services Department report and recommendation and shall recommend approval, approval with conditions, or disapproval to the Board of Trustees. If the Committee of the Whole recommends approval or approval with conditions, the Committee of the Whole shall authorize the applicant to proceed to **the Board of Trustees.** ~~final plan preparation and staff review as per paragraph 5-101.C.1c.~~ If the Committee of the Whole recommends denial, the petition will proceed directly to the Board of Trustees. If there are significant changes to the development application, the Committee of the Whole or the Board of Trustees may remand the application to the Plan Commission for further review and recommendation.
- c. **Board of Trustees.** Upon receipt and review of the recommendation of the Plan Commission or Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.
- d. **Village Staff.** Upon receiving approval from the Board of Trustees and prior to the issuance of any permits or occupancies related to the entitlement, Village staff shall review final engineering, site, and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees.

~~**c. Final Plan Preparation and Staff Review.** Upon a positive and unanimous recommendation from the Plan Commission or as per Section 5-101.A.4, the applicant, working with the Development Services Department, shall proceed with preparation and review of final engineering and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees. Concurrently, the Development Services Department shall proceed with preparation of a draft development agreement or annexation agreement as may be applicable. The recommendation of the Plan Commission shall not be scheduled for review by the Committee of the Whole or the Board of Trustees until all final plans are approved by the Development Services Department and the applicable agreement is prepared in draft and is ready for review and approval by the Board of Trustees. (Amd. Ord. 5221 - 9/18/17)~~

~~**d. Committee of the Whole.** Upon staff preparation of applicable draft agreements and determination that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, the development shall proceed to the Committee of the Whole. The Committee of the Whole shall review all pertinent information provided by the Director of Development Services, the Plan Commission, the petitioner, and the testimony and evidence from prior public meetings and hearings and provide a recommendation to the Board of Trustees for approval of the final ordinances and agreements.~~

~~**e. Board Action.** Upon receipt and review of the recommendation of the Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.~~

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SECTION 5-101.K ROLE OF THE DEVELOPMENT SERVICES DEPARTMENT

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4. Review by Development Services Department

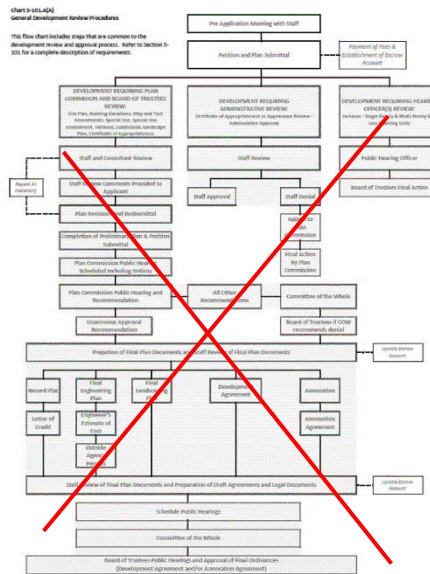
- a. **Application Review.** The Development Services Department shall review the complete application for development approval in accordance with these regulations and particularly with Section [5-105](#), if the development requires a special use permit, Section [5-108](#), if the development requires an amendment to the text of these regulations or the Zoning District Map, Section [5-109](#), if the development requires a variance, Section [5-112](#), for development requirements and subdivision review, and/or Section [5-110](#) and [6-209](#), if the development requires a Certificate of Appropriateness. (Amd. Ord. 4996 - 6/15/15)
- b. **Preliminary Plan Review Process.** The Development Services Department shall review the complete application for development, the preliminary plan, and coordinate the review of the engineering plans associated with the application for development. Preliminary engineering plans shall be approved prior to proceeding to the Plan Commission.
- ~~b. **Preliminary Plan Review Process.** The Development Services Department shall review the complete application for development and its preliminary plan before proceeding to Plan Commission.~~
- ~~c. **Preliminary Engineering Review Process.** The Development Services Department shall review the engineering plans associated with the application for development and confirm preliminary engineering acceptance prior to proceeding to the Plan Commission or hold the application from proceeding to Plan Commission until outstanding preliminary engineering items are met.~~
- c. **80% Plan Approval.** Following a recommendation from the Plan Commission or the Committee of the Whole, the Development Services Department will evaluate an 80% plan. An 80% plan is one that is deemed sufficient for Board of Trustees final decision, with no major changes expected. The Development Services Department will oversee the review of the engineering plans related to the development application. Site and engineering plans at the 80% completion stage must receive approval from both the Development Services Department and the Engineering Department before progressing to the Board of Trustees.
- ~~d. **Final Plan Review Process.** The Development Services Department may continue to review the complete application for development throughout the decision-making process to recommend corrections or amendments to plans pursuant to recommendations by the Plan Commission, the Committee of the Whole, and the Board of Trustees.~~
- d. **Ordinances and Agreements.** The Development Services Department shall coordinate the ordinances and agreements for final approval by the Board of Trustees.
- e. **Final Engineering Plan Review Process.** After approval from the Board of Trustees, the Development Services Department shall coordinate the review of the final engineering plans associated with the application for development to determine that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, and as outlined in the final ordinance or agreement. ~~7. prior to consideration of the final ordinances or agreements by the Board of Trustees.~~
 1. If the final engineering review results in substantial alterations to the plans reviewed during the public hearing by the Plan Commission, and by the Committee of the Whole, approved by the Board of Trustees, then the applicant

shall return to the Plan Commission and restart the development review process, republishing in the event of a petition requiring a public hearing.

- a. Substantial alterations to a final plan shall include but not be limited to things such as:
 - Enlargement of storm water facility sizes;
 - Reductions in setbacks;
 - Construction of or alterations to retaining walls;
 - Changes in street layout/land use;
 - Increases in lot coverage;
 - Changes parking configurations;
 - Changes that result in new or expanded variances or modifications to special use regulations; and
 - Changes to the number of units, building area, or building stories.

GENERAL DEVELOPMENT PROCEDURES

CHART 5-101.A (A)



...

SUBSTANTIVE AMENDMENTS: **MODIFY RESIDENTIAL BEST MANAGEMENT PRACTICES (BMPs)**

AMENDMENT SUMMARY

SECTION 6-201.F. E-1 Estate Residential

SECTION 6-202.F. R-1 Residential

SECTION 6-203.F. R-2 Residential

SECTION 6-203.5.F. R-2A Residential

SECTION 6-204.F. R-3 Residential

SECTION 6-204.5.F. R-3A Residential

SECTION 6-205.F. R-4 Residential

SECTION 6-206.G. RSB Residential and Supporting Business District

Revise maximum lot coverage by removing increased lot coverage allowances through BMPs.

SECTION 6-305.F.2.c. Single-Family Residential Naturalized Landscaping

Remove the Monitoring and Management Plan (M&M Plan) requirements for naturalized landscaping in single-family residential areas.

AMENDMENT EXPLANATION

The goal of these amendments is to mitigate stormwater runoff by establishing maximum lot coverage allowances that are more easily understood by the public and more easily enforced by Village staff, with an objective of setting a maximum coverage percentage and removing the provision of allowing additional lot coverage with the use of Best Management Practices (BMPs).

Per the Land Development Code (LDC), each zoning district has a base lot coverage which can be increased with the use of BMPs such as naturalized landscaping, permeable pavers, and rain barrels. When residents have met the base lot coverage for the zoning district in which they are located, residents opt to utilize BMPs to expand their impervious lot coverage. Tracking the installation and management of BMPs is time-consuming for Development Services staff and the maintenance of the BMPs is tedious for the homeowners. For the increased lot coverage completed without a permit, the Village has the daunting task of retroactively applying BMPs and/or informing the homeowner that some or all of their improvement project must be removed or modified.

Due to the policing and management needs to ensure the BMPs continue to control stormwater runoff, the recommendation is to remove the BMP allowances and establish one maximum lot coverage for each residential zoning district based on the average of the maximum ranges within each zoning district in the existing regulations.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-305-F.2.c. SINGLE-FAMILY NATURALIZED LANDSCAPING. Single-family residential properties that include naturalized landscaping areas that exceed ~~twelve inches (12")~~ **12 inches** in height are exempt from the letter of credit requirements detailed in 6-305.E.3.e Letter of Credit, although a Landscape Plan ~~and an abridged Monitoring and Management Plan (M&M Plan) are~~ **is** still required. The following conditions apply to naturalized landscaping on single-family residential properties:

1. A property owner shall apply to the Development Services Department and receive a written approval of the landscape plan prior to the installation of the naturalized landscaping.

i. The application shall include a plat of survey and a site plan of the single-family lot drawn to scale on a sheet not less than ~~eight and one-half inches by eleven inches (8½" inches ×~~ **by 11" inches**), which contains: the location of property lines; location of structures, fences, existing drainage patterns, and paved areas; location of each natural landscaping area; a list by scientific and common name of species intended to be planted and maintained within each area; and the setback distance of each naturalized landscape area that will be located near any property line. Any proposed soil amendments and levels of shade and sunlight should also be included on the plan.

~~2. An M&M Plan for the near- and long-term maintenance of the naturalized landscape area shall be submitted for review and approval.~~

~~i. The Village document, commonly referred to as "Monitoring and Management Plan for Naturalized Vegetation Areas on Single Family Residential Properties", as amended, shall be used as a template for the completion of a single-family residential naturalized landscape Monitoring and Management Plan. Minor edits to this template may be made by the petitioner; however, the final text of the M&M Plan shall be approved by the Development Services Department.~~

3. It shall be permitted to grow native plants that exceed ~~twelve inches (12")~~ **12 inches** in height within a natural landscaping area, including ferns, grasses, sedges, rushes, forbs, shrubs and trees, in lieu of turf grass lawn in designed and managed natural landscape areas.

4. Natural landscaping shall be permitted in rear or side yards only, and setback at a minimum of ~~three (3) feet~~ **3 feet** of any property line. No setback shall be required where the natural landscaping is separated from adjacent lots by fencing or continuous shrub of ~~three (3) feet~~ **3 feet** or more in height, or where the natural landscape area abuts permitted naturalized landscaping on an adjacent lot.

5. Naturalized landscaping may occupy a maximum of ~~thirty percent (30%)~~ **30 percent** of the total existing open space within the side or rear yards of a single-family residential property.

...

8. Upon installation of a naturalized landscape area, the site shall be inspected by a Village inspector or designee to verify compliance with the approved landscape plan ~~and proper maintenance of the natural landscape area.~~ After a successful inspection, the property owner will be provided with a letter from the Village certifying that the naturalized landscape has been inspected and meets the criteria of this Section. ~~Subsequent inspections shall be performed annually by the Village or designee, or as determined by the Development Services Department.~~

9. Permission for single-family residential natural landscaping may be revoked with cause, such as failure of the owners to manage the areas or to respond to notices of creation of a nuisance or violation of the weed control ordinance.

SECTION 6-201. E-1 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~— a. The base lot coverage allowed by right is not to exceed twenty-five (25)~~ **30%** for the principal structures, pavement, and accessory structures.

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed thirty-five percent (35%).~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

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SECTION 6-202. R-1 RESIDENTIAL DISTRICT.

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F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~— a. The base lot coverage allowed by right is not to exceed thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%):~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage:~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage:~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage:~~

~~— iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

...

SECTION 6-203. R-2 RESIDENTIAL DISTRICT.

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F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

v. Non-residential land uses are allowed up to ~~seventy percent (70%)~~ impervious lot coverage by right.

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SECTION 6-203.5.F. R-2A RESIDENTIAL DISTRICT.

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F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~—a.—~~The base lot coverage ~~allowed by right~~ is not to exceed ~~thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

~~i.~~ An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~—b.—~~ Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).

~~—i.—~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~—ii.—~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~—iii.—~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~—iv.—~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-204.F. R-3 RESIDENTIAL DISTRICT.

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F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-204.5.F. R-3A RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-205.F. R-4 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty-five percent (45%)~~ **50%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

ii. For single family attached and multi-family residential uses, ~~sixty percent (60%)~~ **60%** lot coverage is allowed by right.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty-five percent (55%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-206.G. RSB RESIDENTIAL AND SUPPORTING BUSINESS DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.—The base lot coverage allowed by right is not to exceed sixty-five percent (65%)~~ **70%** for the principal structures, pavement, and accessory structures.

~~b.—Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed seventy-five percent (75%).~~

~~i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

~~iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

...

TECHNICAL AMENDMENTS: CLARIFY DRIVEWAY AND DRIVEWAY APRON REGULATIONS

AMENDMENT SUMMARY

Section 3-4-2-6

Clarify the construction requirements for driveways and driveway aprons.

Section 6-306.E.8

Clarify driveway and driveway apron dimensions to be consistent with the information regarding driveways and driveway aprons in the Village Code.

Section 6-406.B.6

Clarify driveway and driveway apron requirements by referencing the Village Code.

AMENDMENT EXPLANATION

The goal of these amendment is to ensure clear communication and consistent application of the driveway and driveway apron regulations, with an objective of describing the dimensions in the Land Development Code (LDC) and having other Village Code and LDC sections recognize other sections by reference.

This substantive amendment will not require existing driveways to change. The Village Code and the LDC have the similar dimensions; however, the Village Code requirements are more descriptive and have the potential to be interpreted differently than the LDC.

The proposed amendments will clarify the appropriate dimensions for the public and Village staff. The Village Code will retain the specifications such as base layers, pavement thickness, etc., while the LDC will retain the zoning-related dimensions such as driveway widths and setbacks.

Due to the inconsistent descriptions of driveway and driveway apron requirements, it is recommended to have one location for each regulation type with references in other sections of the code, as-needed.

Please note that this amendment includes a change in the Village Code regulations in addition to the LDC. In addition, a follow-up to these amendments may occur in the future after Engineering and Planning staff review the specifications in the Village Code and LDC, and consider increasing the maximum 2-car garage driveway width from 20' to 21'.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 3-4-2-6 CONSTRUCTION SPECIFICATION AND REQUIREMENTS

...

Widths: ~~The maximum width for driveways for single family residences including circle drives shall be ten feet (10') at the sidewalk line and sixteen feet (16') at the curb; provided, that where a two-car or three-car garage is located within thirty feet (30') of the property line, the driveway shall not exceed twenty feet (20') at the sidewalk line or twenty-six feet (26') at the curb or thirty (30) feet at the sidewalk line and thirty-six (36) feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property. The maximum width for driveways for all other uses shall be as approved by the Board of Trustees upon recommendation by the Department of Engineering.~~ The maximum width shall be in accordance with Section 6-406.B.

...

Driveway Aprons: ~~Single family residential driveway aprons shall have a maximum width of ten (10) feet for one-car driveways, and a maximum width of twenty (20) feet for two-car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a width three (3) feet greater at the curb line.~~ All residential aprons shall have a minimum concrete thickness of six (6) inches and a granular bedding base of two (2) inches. Multi-family development business, office research, and industrial district driveway aprons shall be constructed with ten (10) foot radius returns unless otherwise required by the Department of Engineering.

...

SECTION 6-306.E.8 OFF-STREET PARKING AND LOADING REQUIREMENTS

...

- a. Passenger Automobile parking is not permitted in any required side setback in a residential district. Passenger automobile parking is permitted in the driveway of the required corner side yard setback with a ~~twenty (20)~~ 20-foot minimum driveway length, excluding right-of-way and sidewalks. No open off-street parking serving a residential use in a non-required side setback shall be located nearer than ~~five (5)~~ 5 feet to a principal residential building. (Ord.2959-11/18/96)

...

SECTION 6-406.B. SIDEWALKS, DRIVEWAYS, AND PARKING LOTS

...

6. Widths and Lengths. ~~Single-family residential driveways and driveway aprons shall have a maximum width of twenty (20) feet for one (1) car garages, twenty-six (26) feet for two (2) car garages, and thirty-six (36) feet for three (3) car garages.~~ **The maximum width for driveways for single family residences including circle drives shall be 10 feet at the sidewalk line and 16 feet at the curb; provided, that where a two-car or three-car garage is located within 30 feet of the property line, the driveway shall not exceed 20 feet at the sidewalk line or 26 feet at the curb, or 30 feet at the sidewalk line and 36 feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property.** The maximum width of a driveway is applicable to the entire driveway length between the building line and sidewalk. **Single family residential driveway aprons shall have a maximum width of ten feet 10 feet for one-car driveways, a maximum width of 20 feet for two-car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a maximum width of 3 feet to either side at the curb line.** ~~The maximum width of a driveway apron is applicable to the entire driveway length between the sidewalk and the street. The maximum width for driveway lane for single family residences shall be forty (40) percent of the lot width up to thirty-six (36) feet, applicable to the entire driveway length between the building line and curb line. The maximum width for circle driveway lane shall be twenty (20) feet, applicable to the entire driveway length between the building line and curb line.~~ The minimum driveway length shall be ~~eighteen (18)~~ **18** feet, excluding right-of-way and sidewalks. No driveway shall encroach upon any portion of the parkway in front of the adjoining parkway. **Driveways and driveway aprons also must adhere to construction specifications and requirements in section 3-4-2-6 of the Village Code.** The maximum width for driveways **and driveway aprons** for all other uses shall be as approved by the Board of Trustees upon recommendation of the Engineering Department. (Ord. 2959 – 11/18/96; Amd. Ord. 3281 – 8/16/99; Amd. Ord. 5061 1/26/16; Amd. Ord. 5126 9/19/16; Amd. Ord. 5653 - 11/1/21)

...

SUBSTANTIVE AMENDMENT: ADD A NEW PERMITTED USE TO THE OPEN SPACE DISTRICT

AMENDMENT SUMMARY

SECTION 2-102. Definitions

Add and define “civic and fraternal non-profit organization”.

SECTION 6-213. Open Space District

Amend language to add new permitted uses to the Open Space (OS) zoning district.

AMENDMENT EXPLANATION

The goal of this amendment is allow other recreational opportunities in the Land Development Code (LDC), with an objective to add an additional permitted use to the OS district that supports recreation and park activities.

The proposed amendment seeks to allow for *civic and fraternal non-profit organization* as a permitted use in the OS district. The Comprehensive Plan emphasizes that gathering spaces and recreational areas are appropriate for the OS district. Civic and fraternal organizations play a significant role in enhancing and fostering community engagement, and align with the core objectives of the OS district. It is important to note that this amendment is designed to accommodate civic and fraternal non-profit organizations, without specifying any particular organization, to maintain inclusivity and flexibility.

Due to community-focused and non-profit organizations contributing to the well-being of the community and its residents; promoting community engagement, social gatherings, and recreational activities; and catering to the needs of a diverse range of community-focused initiatives, it is recommended a *civic and fraternal non-profit organization* land use be added as a permitted use in the OS district.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 2-102. Definitions.

...

Civic and Fraternal Non-Profit Organization means any local community affairs entity or group of people organized for a common purpose that is not maintained for the purpose of making a profit.

...

SECTION 6-213. OPEN SPACE DISTRICT

A. **Purpose.** The purpose of the Open Space District is to protect the Village's parks, natural areas, retention ponds, detention basins, **civic and fraternal non-profit organizations**, and open space corridor connections. It is also to ensure permanent access to outdoor recreation, ~~and~~ natural areas, **and other recreational opportunities** for residents in all neighborhoods and to enhance the value of nearby properties. (Amd. Ord. 5822 - 7/17/23)

B. **Permitted Uses.** The following uses may be established as permitted uses in the Open Space District, in accordance with the procedures established in Sections 5-101 through 5-104:

1. Public recreational facilities including playgrounds, public swimming pools, playing fields, trails, sports activities, outdoor amphitheaters, camping areas, picnicking areas, boating areas, fishing activities, golf courses, **civic and fraternal non-profit organizations**, and accessory uses such as related parking, washrooms, storage, etc.

...

C. **Prohibited Uses.** The following uses are prohibited as they would conflict with the purpose of protecting parks and natural areas:

1. Any private development of structures or facilities; the exception is cemetery and ComEd facilities as stated above;

2. Any public facilities unrelated to the operation or protection of parks, natural areas, **civic and fraternal non-profit organizations for the benefit of the public**, and retention/detention facilities.

...

..T

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE VILLAGE OF ORLAND PARK, AS AMENDED

..B

WHEREAS, the Corporate Authorities of the Village of Orland Park, an Illinois home rule municipality, have on February 8, 1991, adopted a Land Development Code (“the Code”) and zoning map; and

WHEREAS, amendments to the Code are adopted from time to time to ensure that the Code is up to date and responsive to community needs; and

WHEREAS, the Plan Commission of the Village held a public hearing on November 7, 2023 on whether the proposed amendments should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said hearing in the Daily Southtown, a newspaper of general circulation in this Village; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendation that the proposed amendments to Section 6-306 (B) of the Land Development Code of the Village be made, and this Board of Trustees has duly considered said report and findings and recommendations; and

WHEREAS, the President and Board of Trustees of the Village of Orland Park have determined that it is in the best interests of the Village and its residents to update the aforementioned sections of the Land Development Code in order to bring it in line with surrounding communities and the Village’s needs;

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1: This Board finds and determines that the adoption of the following amendments to the Land Development Code of the Village of Orland Park is in the best interests of the Village and its residents, is in the public interest, constitutes an improvement to the Land Development Code of the Village of Orland Park, and is in keeping with the spirit and in furtherance of the purpose of the Land Development Code of the Village of Orland Park, as set forth in Section 1-102 thereof.

SECTION 2: Article 6, Section 6-306 (B)(3) shall hereby be amended as follows: (deleted language marked with strikethrough and new language marked with underlining):

3. In the event that an applicant demonstrates that a new use, whether in an existing building or new construction, will require more parking spaces than the number allocated under Table 6-306(B), the Development Services Department may authorize up to a ~~twenty percent~~ (20%) increase in the total number of parking spaces permitted on the lot. This calculation excludes the storage spaces for automobile inventory of vehicles for sale and/or lease by automobile sales and rental land uses. Any request exceeding a ~~twenty percent~~ (20%) increase in the total number of parking spaces permitted on the lot shall be a variance or modification pursuant to a special use. The Development Services Department may issue such authorization only upon the request of the applicant and only upon determining that the new use will attract more vehicles than the parking lot could otherwise accommodate.

SECTION 3: To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to Sections that need to be amended or deleted within the Orland Park Village Code, as amended, as a consequence of the above Code Amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

SECTION 4: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 5: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 6: Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Orland Park Land Development Code, as amended, shall remain in full force and effect.

SECTION 7: This Ordinance shall be in full force and effect from and after its adoption and publication in pamphlet form as provided by law.

SECTION 8: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number:	2023-0994
Orig. Department:	Development Services Department
File Name:	Land Development Code - Substantive Amendment: Change Solar Panel Review Process

BACKGROUND:

AMENDMENT SUMMARY

SECTION 6-314 ENVIRONMENTAL CLEAN TECHNOLOGY

Amend the Land Development Code (LDC) to remove Appearance Review requirements for single family residential rooftop solar panels.

AMENDMENT EXPLANATION

The goal is to revise the regulations for the Environmental Clean Technology (ETC) Appearance Review with an objective of simplifying the solar panel review process for both residents and staff. Initially, solar panels required Special Use Permits approved by the Village Board due to the uncertainty of the technology and potential impact on neighbors. However, the process was changed to a the review process because these concerns were unfounded, but there still were changes to the exterior of homes.

The proposed amendment eliminates the need for Appearance Reviews specifically for residential flush-mounted rooftop solar panels, which consistently adhere to all other LDC requirements. We are changing this now because virtually all solar panels are surface-mounted and parallel to the sloped roof surface.

This amendment is intended to streamline the review process, creating less paperwork for residents, and freeing up considerable staff time and resources, as all tasks associated with the Appearance Review are already addressed during the permit review for residential solar panels. This amendment will also enhance staff efficiency and enable more timely reviews of other permit applications and development petitions.

On December 18, 2023 this item was reviewed by the Committee of the Whole, recommended for approval, and referred to the Village Board of Trustees for consideration.

BUDGET IMPACT:

REQUESTED ACTION:

I move to recommend to the Village Board to approve the Plan Commission recommended action for case number 2023-0994, also known as Substantive Amendment: Change Solar Panel Review Process;

AND

I move to adopt an Ordinance entitled: AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE VILLAGE OF ORLAND PARK, AS AMENDED.

THIS PART IS FOR REFERENCE ONLY (NOT NECESSARY TO BE READ)

I move to recommend to the Village Board of Trustees to approve the Land Development Code Amendments for Section 6-314 as presented in the attached amendment report titled "11/07/23 Land Development Code Amendments" dated November 3, 2023.

MAYOR

Keith Pekau

VILLAGE CLERK

Patrick R. O’Sullivan

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
orlandpark.org



**ORLAND
PARK**

DEVELOPMENT SERVICES

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Sean Kampas

Brian J. Riordan

Joni J. Radaszewski

Amendment Report to the Board of Trustees

Project: 11/7/23 and 11/21/2023 Land Development Code Amendments

Prepared By: Development Services Department

SUBSTANTIVE AMENDMENT: CHANGE PUBLIC HEARING NOTICE MAILING REQUIREMENTS

AMENDMENT SUMMARY

SECTION 5-101.G.2.b

Amend the language to eliminate the certified mail mandate for public hearing notifications and replace it with the use of first-class mail.

AMENDMENT EXPLANATION

The goal of this amendment is to change the notification requirements for public hearings to better inform property owners within 300’ of a development change. The objective of changing this requirement is to reduce the time and cost burden on applicants who are sending out public hearing notices. Our current process is to have applicants send out certified mail to all property owners within 300’ of a proposed development change and sign an affidavit prior to the public hearing for the case.

Due to the rising costs associated with certified mail, priced at \$8.10 per envelope, and that certified mail cards often go unsigned at the post office, we are proposing to change the process to require first class mail to be sent in place of certified mail. First class mail costs \$0.66 per envelope and does not require a signature from each property owner, meaning that less mail will end up unsigned at the post office and more neighbors will be notified of the proposed request.

In addition to sending out first class mail, the applicant will be required to obtain a certificate of mailing receipt from the post office. The certificate of mailing receipt proves that the notification letters were sent out in a timely manner in accordance with the Illinois State Statute for public hearing notices. The affidavit for the public hearing notice must still be signed and notarized prior to the Plan Commission meeting.

Finally, the applicant must provide a list of addresses located within the 300’ notification radius. This step identifies the property owners obligated to receive a notification letter.

This amendment seeks to change public hearing notifications for property owners within a 300’ radius of the proposed requests by transitioning from certified mail to first class mail with additional documentation. This change not only reduces financial and logistical burdens on applicants but also mitigates the risk of mail going unsigned at the post office. The additional requirement of a certificate of mailing receipt and an address list within the notification buffer further ensures a timely and effective notification process. The proposed amendment complies with the Illinois Statute for public hearing notifications.

PLAN COMMISSION RECOMMENDATION As presented.

PROPOSED AMENDMENT TEXT

SECTION 5-101.G.2.b Notification Requirements.

...

2. It is the petitioner's/applicant's responsibility to send a copy of the notice by **certified first-class** mail ~~with return receipt requested~~ to each of the owners of record of adjacent properties and within 300 feet of any property upon which development is proposed. ~~The petitioner/ applicant must also retain the certified mail receipts for a period of no less than seven (7) years from the final Village Board action on the proposal.~~

...

5. It is the petitioner's/applicant's responsibility to submit a notarized affidavit, **list of addressed to be notified, and a certificate of mailing from the United States Post Office** to staff prior to or at the Plan Commission meeting confirming that all requirements listed above have been met.

...

SUBSTANTIVE AMENDMENT: REMOVE NET BUILDABLE ACRES FROM DENSITY CALCULATION

AMENDMENT SUMMARY

SECTION 2-102

Amend regulations to remove net buildable acres from the Land Development Code (LDC).

AMENDMENT EXPLANATION

The goal of this amendment is to change the calculation method for density with an objective of eliminating unnecessary obstacles to residential development.

Currently, density is calculated based on net buildable acres, which deducts certain areas like utility easements, parks, and wetlands from a subject site's overall density. This method makes it cumbersome for developers dealing with limited available land and additional land use restrictions to understand the development potential prior to spending thousands of dollars preparing a proposal package and petitioning the village for an entitlement approval.

This amendment is proposed because of an increase in rainfall data and MWRD requirements has resulted in stricter stormwater mitigation standards. Conceptual plans for developments, particularly those with stormwater management needs or on-site wetlands, are consistently rejected for being too dense after a significant amount of time and money have already been invested in a project.

Such plans would meet LDC standards if the density definition did not include the detention pond or wetland area in the density calculation. This change can help reduce the number of requested variances and modifications to our code in relating to setbacks and density.

The proposed shift to a gross density calculation involves considering the total land area of a subject site without deducting these elements, offering a practical and straightforward solution which also supports investment. This adjustment optimizes land use while adhering to code requirements and accommodating evolving housing preferences, such as an increasing demand for single-family attached homes.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 2-102. DEFINITIONS

...

Density is defined as the number of dwelling units per ~~Net Buildable Acres~~ **acre** on **the a subject** site. (Ord. 4096 – 12/5/05)

...

~~**Net Buildable Acres** means lands within one (1) site that are contiguous and accessible by the same local or internal road system. Net Buildable Acres shall be calculated by deducting the following from the Gross Acreage of Land: (Ord. 4096 – 12/5/05)~~

~~— 1. 50% of Com Ed easement if owned by the petitioner and the space serves as a public open space amenity;~~

~~— 2. 50% of land required for a Park or School dedication;~~

~~— 3. Perimeter road right-of-way dedication;~~

~~— 4. Floodplain that must be conserved;~~

~~— 5. Detention and retention areas up to the high water level; and (Ord. 4434 – 12/1/08)~~

~~— 6. Wetlands that must be conserved either by Federal, State or Local requirements. (Ord. 4434 – 12/1/08)~~

~~**Net Buildable Acreage** can include:~~

~~— 1. Private and common open space;~~

~~— 2. Internal roads, bikepaths and dedicated transitways;~~

~~— 3. Environmental and historic areas conserved that would otherwise be buildable; and~~

~~— 4. Underground utility easements that may be usable for yard space.~~

...

SUBSTANTIVE AMENDMENT: CHANGE SOLAR PANEL REVIEW PROCESS

AMENDMENT SUMMARY

SECTION 6-314 ENVIRONMENTAL CLEAN TECHNOLOGY

Amend the Land Development Code (LDC) to remove Appearance Review requirements for single family residential rooftop solar panels.

AMENDMENT EXPLANATION

The goal is to revise the regulations for the Environmental Clean Technology (ECT) Appearance Review with an objective of simplifying the solar panel review process for both residents and staff. Initially, solar panels required Special Use Permits approved by the Village Board due to the uncertainty of the technology and potential impact on neighbors. However, the process was changed to a the review process because these concerns were unfounded, but there still were changes to the exterior of homes.

The proposed amendment eliminates the need for Appearance Reviews specifically for residential flush-mounted rooftop solar panels, which consistently adhere to all other LDC requirements. We are changing this now because virtually all solar panels are surface-mounted and parallel to the sloped roof surface.

This amendment is intended to streamline the review process, creating less paperwork for residents, and freeing up considerable staff time and resources, as all tasks associated with the Appearance Review are already addressed during the permit review for residential solar panels. This amendment will also enhance staff efficiency and enable more timely reviews of other permit applications and development petitions.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-314.B. ENVIRONMENTAL CLEAN TECHNOLOGY REVIEW AND APPROVAL PROCESS.

...

1. **Application.** Except for residential flush-mounted rooftop solar panels, All petitioners seeking to construct or install an ECT must submit a complete Appearance Review application to the Development Services Department concurrently with a building permit application. ECT projects accessory to buildings or structures in the Old Orland Historic District or an Orland Park Landmark shall submit a complete Certificate of Appropriateness (COA) application to the Development Services Department concurrently with a building permit application. All ECT projects shall be reviewed in accordance with the regulations of this Section.
2. **Administrative Review.** Per this subsection, the following ECT projects shall be reviewed and approved administratively via an Appearance Review by the Development Services Department, in accordance with Section [5-106](#) (Appearance Review):
 - a. Solar Energy Systems (SES).

b. Geothermal Energy Systems (GES).

...

SUBSTANTIVE AMENDMENTS: CAR DEALERSHIP PARKING AND STORAGE

AMENDMENT SUMMARY

SECTION 6-306

Clarify required number of parking spaces calculation for automobile sales and rental land uses.

AMENDMENT EXPLANATION

The goal of this amendment is to reduce automobile sales and rental use requests for a variance or special use permit due to the substantial number of cars in an on-site inventory, with an objective of removing automobile sales and rental inventory from the calculation of off-street parking requirements.

Currently, the Land Development Code (LDC) states that when an applicant requests more than a 20% increase to the required number allocated parking spaces, a variance or a special use modification is needed. Due to automobile sales and rental uses having substantial inventories, a variance or a special use permit is typically required.

This amendment removes a burden for the automobile sales and rental petitioners from making a universal request for modifications from the LDC to accommodate their off-street parking needs.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-306.B REQUIRED NUMBER OF OFF-STREET PARKING SPACES.

...

3. In the event that an applicant demonstrates that a new use, whether in an existing building or new construction, will require more parking spaces than the number allocated under Table 6-306(B), the Development Services Department may authorize up to a ~~twenty percent (20%)~~ increase in the total number of parking spaces permitted on the lot. **This calculation excludes the storage spaces for automobile inventory of vehicles for sale and/or lease by automobile sales and rental land uses.** Any request exceeding a ~~twenty percent (20%)~~ increase in the total number of parking spaces permitted on the lot shall be a variance or modification pursuant to a special use. The Development Services Department may issue such authorization only upon the request of the applicant and only upon determining that the new use will attract more vehicles than the parking lot could otherwise accommodate. (Ord. 2860 – 3/18/96; Amd. Ord. 4373 – 6/2/08; Amd. Ord. 4839 – 9/16/13; Amd. Ord. 5389 – 3/4/19)

...

TECHNICAL AMENDMENT: LOADING SPACES

AMENDMENT SUMMARY

Section 6-306.J.

Adjust discrepancy between the requirements and table 6-306(L)a. to consistent information.

Table 6-306(L)a.

Clarify the heading of the schedule of loading requirements table.

AMENDMENT EXPLANATION

The goal of this amendment is to improve clarity and consistency throughout the Land Development Code (LDC), with an objective of correcting the discrepancy between the requirements in the code and the table 6-306(L)a.

Currently, the LDC vertical clearance requirements do not reflect the table specifying the minimum vertical clearance requirements set forth in the Schedule of Loading Requirements table. Additionally, the aforementioned table is labeled incorrectly.

Due to this inconsistency, the recommendation is to correct the loading requirements to a uniform 12' clearance and modify the table heading to 6-306(J), ensuring consistency and accuracy.

The development community, general public, and Village Staff will benefit from this change for clarity and technical correction.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-306(J). NUMBER, SIZE AND LOCATION OF LOADING SPACES.

...

5. Unless otherwise provided by these regulations, a required loading space shall be at least ~~twelve (12)~~ feet in width by at least ~~twenty-five (25)~~ feet in length, exclusive of aisles and maneuvering space, and shall have a vertical clearance ~~of at least fourteen (14) feet.~~ **dependent on the floor area of the establishment, as displayed in Table 6-306(J)a.**

...

Table 6-306(LJ)a
SCHEDULE OF LOADING REQUIREMENTS

Floor Area of Establishment (sq. ft.)	Required Number	Minimum Size (ft.)	Minimum Vertical Clearance (ft.)
0-10,000	1	12 x 25	12
10,001-25,000	2	12 x 25	12
25,001-40,000	3	12 x 25	15
40,001-100,000	4	12 x 25	15
over 100,000	5*	12 x 25	15

* plus one additional space for every 50,000 sq. ft. of floor area over 150,000.

...

SUBSTANTIVE AMENDMENT: **MODIFY THE ENTITLEMENT REVIEW PROCESS**

AMENDMENT SUMMARY

SECTION 5-101.A.3 General Process

Change the entitlement review process to have final engineering and final landscape plans approved administratively after the Board of Trustees approves a project.

SECTION 5-101.A.3 Appearance Before the Committee of the Whole

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation.

SECTION 5-101.C Public Meeting Sequence with a Public Hearing

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation. Reorganize section in order of new process.

SECTION 5-101.K.4 Review by Development Services Department

Change language to new final approval method and clarify language associated with final engineering reviews.

CHART 5-101.A (A)

Remove chart at end of section as it will no longer correlate with proposed amendments.

AMENDMENT EXPLANATION

The goal of this amendment is to make the development review process more efficient and effective, with an objective of implementing a Lean Enterprise Institute (LEI) recommendation of modifying the timing of the final engineering and final landscaping stages within the entitlements process.

Currently, the Board of Trustees requires staff approval of final engineering and final landscaping before granting project approval. The proposed approach will enable applicants to initially present "80%" -complete plans to the Board of Trustees and subsequently address minor engineering and landscaping details administratively after project approval is granted and the ordinance is passed. This method streamlines the entitlements process, saving the development community time and money, and facilitating a more efficient project progression.

Due to the time and expense associated with preparing final plans without knowing the project will be formally approved by the BOT, staff recommends an approach that will ensure the final plans are in substantial conformance to the "80%" plans referenced in the ordinance. If the final engineering or final landscaping review results in substantial alterations to the Board-approved plans, the petitioner must restart the development review process by republishing for a public hearing and returning to the Plan Commission and Board of Trustees for revision approvals.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 5-101.A. DUE PROCESS.

1. **Purpose.** The purpose of this section is to define and outline the development review procedures that petitioners, government agents, and elected and appointed officials follow for transparent review for development and redevelopment in the Village of Orland Park.

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3. **General Process.** There are three distinct development review processes which are ~~outlined in Chart 5-101.A (A) at the end of this section. The three processes are~~ summarized as follows:
 - a. Development Requiring Plan Commission and Board of Trustees Review:
 1. Pre-application Review with Village Staff;
 2. Filing of Application and Scheduling Plan Commission Public Hearing;
 3. Plan Commission Review and Recommendation;
 - ~~4. Committee of the Whole and/or Board of Trustees Review;~~
 - ~~5. Final Plan Preparation and Staff Review;~~
 4. ~~6.~~ Committee of the Whole Review (if applicable per Section 5.101.A.4);
 5. ~~7.~~ Board of Trustees Review and Decision-;
 6. **Final Administrative Review and Approval.**

...

4. **Appearance ~~b~~Before Committee of the Whole.** In the case where a petition has received unanimous recommendation from the Plan Commission, and at the discretion of the Director of ~~the~~ Development Services, the requirement to appear before the Committee of the Whole ~~and the Board of Trustees prior to final plan preparation and staff review~~ may be waived, therefore permitting such project to proceed directly to **the Board of Trustees.** ~~final plan preparation and staff review.~~ In such cases where a petition has not received a unanimous recommendation for approval from the Plan Commission, the petition shall proceed from the Plan Commission to the Committee of the Whole. The Committee of the Whole shall then determine if the application should proceed to ~~final plan preparation and review, be forwarded to~~ the Board of Trustees, or be remanded to the Plan Commission for further consideration.

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SECTION 5-101.C. PUBLIC MEETING SEQUENCE WITH A PUBLIC HEARING

1. Public Meeting at Plan Commission with a Public Hearing.

- a. **Plan Commission.** The Plan Commission shall hold a public hearing in accordance with the provisions of Section [5-101.G](#) below on applications identified in Section [5-101.B.2\(a\)](#). The Plan Commission shall review the report and recommendation of the Development Services Department and testimony given at the public hearing and make a recommendation to the Board of Trustees for approval, approval with conditions, or disapproval. The Plan Commission may also choose to forward to the Board of Trustees without a recommendation.
- b. **~~The Committee of the Whole.~~** The Committee of the Whole, if required by Section [5-101.A.4](#), shall review the plans and documents, the Plan Commission recommendation, and the Development Services Department report and recommendation and shall recommend approval, approval with conditions, or disapproval to the Board of Trustees. If the Committee of the Whole recommends approval or approval with conditions, the Committee of the Whole shall authorize the applicant to proceed to **the Board of Trustees.** ~~final plan preparation and staff review as per paragraph 5-101.C.1c.~~ If the Committee of the Whole recommends denial, the petition will proceed directly to the Board of Trustees. If there are significant changes to the development application, the Committee of the Whole or the Board of Trustees may remand the application to the Plan Commission for further review and recommendation.
- c. **Board of Trustees.** Upon receipt and review of the recommendation of the Plan Commission or Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.
- d. **Village Staff.** Upon receiving approval from the Board of Trustees and prior to the issuance of any permits or occupancies related to the entitlement, Village staff shall review final engineering, site, and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees.

~~**c. Final Plan Preparation and Staff Review.** Upon a positive and unanimous recommendation from the Plan Commission or as per Section 5-101.A.4, the applicant, working with the Development Services Department, shall proceed with preparation and review of final engineering and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees. Concurrently, the Development Services Department shall proceed with preparation of a draft development agreement or annexation agreement as may be applicable. The recommendation of the Plan Commission shall not be scheduled for review by the Committee of the Whole or the Board of Trustees until all final plans are approved by the Development Services Department and the applicable agreement is prepared in draft and is ready for review and approval by the Board of Trustees. (Amd. Ord. 5221 - 9/18/17)~~

~~**d. Committee of the Whole.** Upon staff preparation of applicable draft agreements and determination that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, the development shall proceed to the Committee of the Whole. The Committee of the Whole shall review all pertinent information provided by the Director of Development Services, the Plan Commission, the petitioner, and the testimony and evidence from prior public meetings and hearings and provide a recommendation to the Board of Trustees for approval of the final ordinances and agreements.~~

~~**e. Board Action.** Upon receipt and review of the recommendation of the Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.~~

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SECTION 5-101.K ROLE OF THE DEVELOPMENT SERVICES DEPARTMENT

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4. Review by Development Services Department

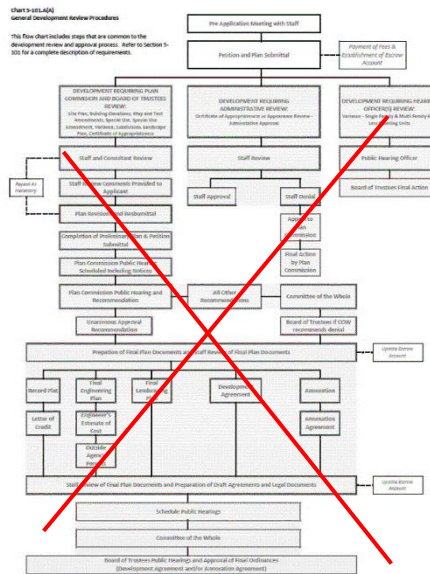
- a. **Application Review.** The Development Services Department shall review the complete application for development approval in accordance with these regulations and particularly with Section [5-105](#), if the development requires a special use permit, Section [5-108](#), if the development requires an amendment to the text of these regulations or the Zoning District Map, Section [5-109](#), if the development requires a variance, Section [5-112](#), for development requirements and subdivision review, and/or Section [5-110](#) and [6-209](#), if the development requires a Certificate of Appropriateness. (Amd. Ord. 4996 - 6/15/15)
- b. **Preliminary Plan Review Process.** The Development Services Department shall review the complete application for development, the preliminary plan, and coordinate the review of the engineering plans associated with the application for development. Preliminary engineering plans shall be approved prior to proceeding to the Plan Commission.
- ~~b. Preliminary Plan Review Process. The Development Services Department shall review the complete application for development and its preliminary plan before proceeding to Plan Commission.~~
- ~~c. Preliminary Engineering Review Process. The Development Services Department shall review the engineering plans associated with the application for development and confirm preliminary engineering acceptance prior to proceeding to the Plan Commission or hold the application from proceeding to Plan Commission until outstanding preliminary engineering items are met.~~
- c. **80% Plan Approval.** Following a recommendation from the Plan Commission or the Committee of the Whole, the Development Services Department will evaluate an 80% plan. An 80% plan is one that is deemed sufficient for Board of Trustees final decision, with no major changes expected. The Development Services Department will oversee the review of the engineering plans related to the development application. Site and engineering plans at the 80% completion stage must receive approval from both the Development Services Department and the Engineering Department before progressing to the Board of Trustees.
- ~~d. Final Plan Review Process. The Development Services Department may continue to review the complete application for development throughout the decision-making process to recommend corrections or amendments to plans pursuant to recommendations by the Plan Commission, the Committee of the Whole, and the Board of Trustees.~~
- d. **Ordinances and Agreements.** The Development Services Department shall coordinate the ordinances and agreements for final approval by the Board of Trustees.
- e. **Final Engineering Plan Review Process.** After approval from the Board of Trustees, the Development Services Department shall coordinate the review of the final engineering plans associated with the application for development to determine that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, and as outlined in the final ordinance or agreement. ~~7. prior to consideration of the final ordinances or agreements by the Board of Trustees.~~
 1. If the final engineering review results in substantial alterations to the plans reviewed during the public hearing by the Plan Commission, and by the Committee of the Whole, approved by the Board of Trustees, then the applicant

shall return to the Plan Commission and restart the development review process, republishing in the event of a petition requiring a public hearing.

- a. Substantial alterations to a final plan shall include but not be limited to things such as:
 - Enlargement of storm water facility sizes;
 - Reductions in setbacks;
 - Construction of or alterations to retaining walls;
 - Changes in street layout/land use;
 - Increases in lot coverage;
 - Changes parking configurations;
 - Changes that result in new or expanded variances or modifications to special use regulations; and
 - Changes to the number of units, building area, or building stories.

GENERAL DEVELOPMENT PROCEDURES

CHART 5-101.A (A)



...

SUBSTANTIVE AMENDMENTS: **MODIFY RESIDENTIAL BEST MANAGEMENT PRACTICES (BMPs)**

AMENDMENT SUMMARY

SECTION 6-201.F. E-1 Estate Residential

SECTION 6-202.F. R-1 Residential

SECTION 6-203.F. R-2 Residential

SECTION 6-203.5.F. R-2A Residential

SECTION 6-204.F. R-3 Residential

SECTION 6-204.5.F. R-3A Residential

SECTION 6-205.F. R-4 Residential

SECTION 6-206.G. RSB Residential and Supporting Business District

Revise maximum lot coverage by removing increased lot coverage allowances through BMPs.

SECTION 6-305.F.2.c. Single-Family Residential Naturalized Landscaping

Remove the Monitoring and Management Plan (M&M Plan) requirements for naturalized landscaping in single-family residential areas.

AMENDMENT EXPLANATION

The goal of these amendments is to mitigate stormwater runoff by establishing maximum lot coverage allowances that are more easily understood by the public and more easily enforced by Village staff, with an objective of setting a maximum coverage percentage and removing the provision of allowing additional lot coverage with the use of Best Management Practices (BMPs).

Per the Land Development Code (LDC), each zoning district has a base lot coverage which can be increased with the use of BMPs such as naturalized landscaping, permeable pavers, and rain barrels. When residents have met the base lot coverage for the zoning district in which they are located, residents opt to utilize BMPs to expand their impervious lot coverage. Tracking the installation and management of BMPs is time-consuming for Development Services staff and the maintenance of the BMPs is tedious for the homeowners. For the increased lot coverage completed without a permit, the Village has the daunting task of retroactively applying BMPs and/or informing the homeowner that some or all of their improvement project must be removed or modified.

Due to the policing and management needs to ensure the BMPs continue to control stormwater runoff, the recommendation is to remove the BMP allowances and establish one maximum lot coverage for each residential zoning district based on the average of the maximum ranges within each zoning district in the existing regulations.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-305-F.2.c. SINGLE-FAMILY NATURALIZED LANDSCAPING. Single-family residential properties that include naturalized landscaping areas that exceed ~~twelve inches (12")~~ **12 inches** in height are exempt from the letter of credit requirements detailed in 6-305.E.3.e Letter of Credit, although a Landscape Plan ~~and an abridged Monitoring and Management Plan (M&M Plan) are~~ **is** still required. The following conditions apply to naturalized landscaping on single-family residential properties:

1. A property owner shall apply to the Development Services Department and receive a written approval of the landscape plan prior to the installation of the naturalized landscaping.

i. The application shall include a plat of survey and a site plan of the single-family lot drawn to scale on a sheet not less than ~~eight and one-half inches by eleven inches (8½" inches ×~~ **by 11" inches**), which contains: the location of property lines; location of structures, fences, existing drainage patterns, and paved areas; location of each natural landscaping area; a list by scientific and common name of species intended to be planted and maintained within each area; and the setback distance of each naturalized landscape area that will be located near any property line. Any proposed soil amendments and levels of shade and sunlight should also be included on the plan.

~~2. An M&M Plan for the near- and long-term maintenance of the naturalized landscape area shall be submitted for review and approval.~~

~~i. The Village document, commonly referred to as "Monitoring and Management Plan for Naturalized Vegetation Areas on Single Family Residential Properties", as amended, shall be used as a template for the completion of a single-family residential naturalized landscape Monitoring and Management Plan. Minor edits to this template may be made by the petitioner; however, the final text of the M&M Plan shall be approved by the Development Services Department.~~

3. It shall be permitted to grow native plants that exceed ~~twelve inches (12")~~ **12 inches** in height within a natural landscaping area, including ferns, grasses, sedges, rushes, forbs, shrubs and trees, in lieu of turf grass lawn in designed and managed natural landscape areas.

4. Natural landscaping shall be permitted in rear or side yards only, and setback at a minimum of ~~three (3) feet~~ **3 feet** of any property line. No setback shall be required where the natural landscaping is separated from adjacent lots by fencing or continuous shrub of ~~three (3) feet~~ **3 feet** or more in height, or where the natural landscape area abuts permitted naturalized landscaping on an adjacent lot.

5. Naturalized landscaping may occupy a maximum of ~~thirty percent (30%)~~ **30 percent** of the total existing open space within the side or rear yards of a single-family residential property.

...

8. Upon installation of a naturalized landscape area, the site shall be inspected by a Village inspector or designee to verify compliance with the approved landscape plan ~~and proper maintenance of the natural landscape area.~~ After a successful inspection, the property owner will be provided with a letter from the Village certifying that the naturalized landscape has been inspected and meets the criteria of this Section. ~~Subsequent inspections shall be performed annually by the Village or designee, or as determined by the Development Services Department.~~

9. Permission for single-family residential natural landscaping may be revoked with cause, such as failure of the owners to manage the areas or to respond to notices of creation of a nuisance or violation of the weed control ordinance.

SECTION 6-201. E-1 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~— a. The base lot coverage allowed by right is not to exceed twenty-five (25)~~ **30%** for the principal structures, pavement, and accessory structures.

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed thirty-five percent (35%).~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

...

SECTION 6-202. R-1 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~— a. The base lot coverage allowed by right is not to exceed thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%):~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage:~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage:~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage:~~

~~— iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

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SECTION 6-203. R-2 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

v. Non-residential land uses are allowed up to ~~seventy percent (70%)~~ impervious lot coverage by right.

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SECTION 6-203.5.F. R-2A RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~—a.—~~The base lot coverage ~~allowed by right~~ is not to exceed ~~thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

~~i.~~ An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~—b.—~~ Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).

~~—i.—~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~—ii.—~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~—iii.—~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~—iv.—~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

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SECTION 6-204.F. R-3 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-204.5.F. R-3A RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-205.F. R-4 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty-five percent (45%)~~ **50%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

ii. For single family attached and multi-family residential uses, ~~sixty percent (60%)~~ **60%** lot coverage is allowed by right.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty-five percent (55%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-206.G. RSB RESIDENTIAL AND SUPPORTING BUSINESS DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.—The base lot coverage allowed by right is not to exceed sixty-five percent (65%)~~ **70%** for the principal structures, pavement, and accessory structures.

~~b.—Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed seventy-five percent (75%).~~

~~i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

~~iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

...

TECHNICAL AMENDMENTS: CLARIFY DRIVEWAY AND DRIVEWAY APRON REGULATIONS

AMENDMENT SUMMARY

Section 3-4-2-6

Clarify the construction requirements for driveways and driveway aprons.

Section 6-306.E.8

Clarify driveway and driveway apron dimensions to be consistent with the information regarding driveways and driveway aprons in the Village Code.

Section 6-406.B.6

Clarify driveway and driveway apron requirements by referencing the Village Code.

AMENDMENT EXPLANATION

The goal of these amendment is to ensure clear communication and consistent application of the driveway and driveway apron regulations, with an objective of describing the dimensions in the Land Development Code (LDC) and having other Village Code and LDC sections recognize other sections by reference.

This substantive amendment will not require existing driveways to change. The Village Code and the LDC have the similar dimensions; however, the Village Code requirements are more descriptive and have the potential to be interpreted differently than the LDC.

The proposed amendments will clarify the appropriate dimensions for the public and Village staff. The Village Code will retain the specifications such as base layers, pavement thickness, etc., while the LDC will retain the zoning-related dimensions such as driveway widths and setbacks.

Due to the inconsistent descriptions of driveway and driveway apron requirements, it is recommended to have one location for each regulation type with references in other sections of the code, as-needed.

Please note that this amendment includes a change in the Village Code regulations in addition to the LDC. In addition, a follow-up to these amendments may occur in the future after Engineering and Planning staff review the specifications in the Village Code and LDC, and consider increasing the maximum 2-car garage driveway width from 20' to 21'.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 3-4-2-6 CONSTRUCTION SPECIFICATION AND REQUIREMENTS

...

Widths: ~~The maximum width for driveways for single family residences including circle drives shall be ten feet (10') at the sidewalk line and sixteen feet (16') at the curb; provided, that where a two-car or three-car garage is located within thirty feet (30') of the property line, the driveway shall not exceed twenty feet (20') at the sidewalk line or twenty-six feet (26') at the curb or thirty (30) feet at the sidewalk line and thirty-six (36) feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property. The maximum width for driveways for all other uses shall be as approved by the Board of Trustees upon recommendation by the Department of Engineering.~~ The maximum width shall be in accordance with Section 6-406.B.

...

Driveway Aprons: ~~Single family residential driveway aprons shall have a maximum width of ten (10) feet for one-car driveways, and a maximum width of twenty (20) feet for two-car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a width three (3) feet greater at the curb line.~~ All residential aprons shall have a minimum concrete thickness of six (6) inches and a granular bedding base of two (2) inches. Multi-family development business, office research, and industrial district driveway aprons shall be constructed with ten (10) foot radius returns unless otherwise required by the Department of Engineering.

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SECTION 6-306.E.8 OFF-STREET PARKING AND LOADING REQUIREMENTS

...

- a. Passenger Automobile parking is not permitted in any required side setback in a residential district. Passenger automobile parking is permitted in the driveway of the required corner side yard setback with a ~~twenty (20)~~ 20-foot minimum driveway length, excluding right-of-way and sidewalks. No open off-street parking serving a residential use in a non-required side setback shall be located nearer than ~~five (5)~~ 5 feet to a principal residential building. (Ord.2959-11/18/96)

...

SECTION 6-406.B. SIDEWALKS, DRIVEWAYS, AND PARKING LOTS

...

6. Widths and Lengths. ~~Single-family residential driveways and driveway aprons shall have a maximum width of twenty (20) feet for one (1) car garages, twenty-six (26) feet for two (2) car garages, and thirty-six (36) feet for three (3) car garages.~~ **The maximum width for driveways for single family residences including circle drives shall be 10 feet at the sidewalk line and 16 feet at the curb; provided, that where a two-car or three-car garage is located within 30 feet of the property line, the driveway shall not exceed 20 feet at the sidewalk line or 26 feet at the curb, or 30 feet at the sidewalk line and 36 feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property.** The maximum width of a driveway is applicable to the entire driveway length between the building line and sidewalk. **Single family residential driveway aprons shall have a maximum width of ten feet 10 feet for one-car driveways, a maximum width of 20 feet for two-car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a maximum width of 3 feet to either side at the curb line.** ~~The maximum width of a driveway apron is applicable to the entire driveway length between the sidewalk and the street. The maximum width for driveway lane for single family residences shall be forty (40) percent of the lot width up to thirty six (36) feet, applicable to the entire driveway length between the building line and curb line. The maximum width for circle driveway lane shall be twenty (20) feet, applicable to the entire driveway length between the building line and curb line.~~ The minimum driveway length shall be ~~eighteen (18)~~ **18** feet, excluding right-of-way and sidewalks. No driveway shall encroach upon any portion of the parkway in front of the adjoining parkway. **Driveways and driveway aprons also must adhere to construction specifications and requirements in section 3-4-2-6 of the Village Code.** The maximum width for driveways **and driveway aprons** for all other uses shall be as approved by the Board of Trustees upon recommendation of the Engineering Department. (Ord. 2959 – 11/18/96; Amd. Ord. 3281 – 8/16/99; Amd. Ord. 5061 1/26/16; Amd. Ord. 5126 9/19/16; Amd. Ord. 5653 - 11/1/21)

...

SUBSTANTIVE AMENDMENT: ADD A NEW PERMITTED USE TO THE OPEN SPACE DISTRICT

AMENDMENT SUMMARY

SECTION 2-102. Definitions

Add and define “civic and fraternal non-profit organization”.

SECTION 6-213. Open Space District

Amend language to add new permitted uses to the Open Space (OS) zoning district.

AMENDMENT EXPLANATION

The goal of this amendment is allow other recreational opportunities in the Land Development Code (LDC), with an objective to add an additional permitted use to the OS district that supports recreation and park activities.

The proposed amendment seeks to allow for *civic and fraternal non-profit organization* as a permitted use in the OS district. The Comprehensive Plan emphasizes that gathering spaces and recreational areas are appropriate for the OS district. Civic and fraternal organizations play a significant role in enhancing and fostering community engagement, and align with the core objectives of the OS district. It is important to note that this amendment is designed to accommodate civic and fraternal non-profit organizations, without specifying any particular organization, to maintain inclusivity and flexibility.

Due to community-focused and non-profit organizations contributing to the well-being of the community and its residents; promoting community engagement, social gatherings, and recreational activities; and catering to the needs of a diverse range of community-focused initiatives, it is recommended a *civic and fraternal non-profit organization* land use be added as a permitted use in the OS district.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 2-102. Definitions.

...

Civic and Fraternal Non-Profit Organization means any local community affairs entity or group of people organized for a common purpose that is not maintained for the purpose of making a profit.

...

SECTION 6-213. OPEN SPACE DISTRICT

A. **Purpose.** The purpose of the Open Space District is to protect the Village's parks, natural areas, retention ponds, detention basins, **civic and fraternal non-profit organizations**, and open space corridor connections. It is also to ensure permanent access to outdoor recreation, ~~and~~ natural areas, **and other recreational opportunities** for residents in all neighborhoods and to enhance the value of nearby properties. (Amd. Ord. 5822 - 7/17/23)

B. **Permitted Uses.** The following uses may be established as permitted uses in the Open Space District, in accordance with the procedures established in Sections 5-101 through 5-104:

1. Public recreational facilities including playgrounds, public swimming pools, playing fields, trails, sports activities, outdoor amphitheaters, camping areas, picnicking areas, boating areas, fishing activities, golf courses, **civic and fraternal non-profit organizations**, and accessory uses such as related parking, washrooms, storage, etc.

...

C. **Prohibited Uses.** The following uses are prohibited as they would conflict with the purpose of protecting parks and natural areas:

1. Any private development of structures or facilities; the exception is cemetery and ComEd facilities as stated above;

2. Any public facilities unrelated to the operation or protection of parks, natural areas, **civic and fraternal non-profit organizations for the benefit of the public**, and retention/detention facilities.

...

..T

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE VILLAGE OF ORLAND PARK, AS AMENDED

..B

WHEREAS, the Corporate Authorities of the Village of Orland Park, an Illinois home rule municipality, have on February 8, 1991, adopted a Land Development Code (“the Code”) and zoning map; and

WHEREAS, amendments to the Code are adopted from time to time to ensure that the Code is up to date and responsive to community needs; and

WHEREAS, the Plan Commission of the Village held a public hearing on November 7, 2023 on whether the proposed amendments should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said hearing in the Daily Southtown, a newspaper of general circulation in this Village; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendation that the proposed amendments to Section 6-314 (B) of the Land Development Code of the Village be made, and this Board of Trustees has duly considered said report and findings and recommendations; and

WHEREAS, the President and Board of Trustees of the Village of Orland Park have determined that it is in the best interests of the Village and its residents to update the aforementioned sections of the Land Development Code in order to bring it in line with surrounding communities and the Village’s needs;

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1: This Board finds and determines that the adoption of the following amendments to the Land Development Code of the Village of Orland Park is in the best interests of the Village and its residents, is in the public interest, constitutes an improvement to the Land Development Code of the Village of Orland Park, and is in keeping with the spirit and in furtherance of the purpose of the Land Development Code of the Village of Orland Park, as set forth in Section 1-102 thereof.

SECTION 2: Article 6, Section 6-314 (B)(1) shall hereby be amended as follows: (deleted language marked with strikethrough and new language marked with underlining):

1. **Application.** ~~Except for residential flush-mounted rooftop solar panels, A~~all petitioners seeking to construct or install an ECT must submit a complete Appearance Review application to the Development Services Department concurrently with a building permit application. ECT projects accessory to buildings or structures in the Old Orland Historic District or an Orland Park Landmark shall submit a complete Certificate of Appropriateness (COA) application to the Development Services Department concurrently with a building permit application. All ECT projects shall be reviewed in accordance with the regulations of this Section.

SECTION 3: Article 6, Section 6-314 (B)(2) shall hereby be amended as follows: (deleted language marked with strikethrough and new language marked with underlining):

2. **Administrative Review.** Per this subsection, the following ECT projects shall be reviewed and approved administratively via an Appearance Review by the Development Services Department, in accordance with Section 5-106 (Appearance Review):
 - a. Solar Energy Systems (SES).
 - b. Geothermal Energy Systems (GES).

SECTION 4: To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to Sections that need to be amended or deleted within the Orland Park Village Code, as amended, as a consequence of the above Code Amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

SECTION 5: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 6: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Orland Park Land Development Code, as amended, shall remain in full force and effect.

SECTION 8: This Ordinance shall be in full force and effect from and after its adoption and publication in pamphlet form as provided by law.

SECTION 9: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

REQUEST FOR ACTION REPORT

File Number:	2023-0993
Orig. Department:	Development Services Department
File Name:	Land Development Code - Substantive Amendment: Remove Net Buildable Acres From Density Requirement

BACKGROUND:

AMENDMENT SUMMARY

SECTION 2-102

Amend regulations to remove net buildable acres from the Land Development Code (LDC).

AMENDMENT EXPLANATION

The goal of this amendment is to change the calculation method for density with an objective of eliminating unnecessary obstacles to residential development.

Currently, density is calculated based on net buildable acres, which deducts certain areas like utility easements, parks, and wetlands from a subject site's overall density. This method makes it cumbersome for developers dealing with limited available land and additional land use restrictions to understand the development potential prior to spending thousands of dollars preparing a proposal package and petitioning the village for an entitlement approval.

This amendment is proposed because of an increase in rainfall data and MWRD requirements has resulted in stricter stormwater mitigation standards. Conceptual plans for developments, particularly those with stormwater management needs or on-site wetlands, are consistently rejected for being too dense after a significant amount of time and money have already been invested in a project.

Such plans would meet LDC standards if the density definition did not include the detention pond or wetland area in the density calculation. This change can help reduce the number of requested variances and modifications to our code in relating to setbacks and density.

The proposed shift to a gross density calculation involves considering the total land area of a subject site without deducting these elements, offering a practical and straightforward solution which also supports investment. This adjustment optimizes land use while adhering to code requirements and accommodating evolving housing preferences, such as an increasing demand for single-family attached homes.

On December 18, 2023 this item was reviewed by the Committee of the Whole, recommended

for approval, and referred to the Village Board of Trustees for consideration.

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve case number 2023-0993, also known as Substantive Amendment: Remove Net Buildable Acres from Density Requirement;

AND

I move to adopt an Ordinance entitled: AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE VILLAGE OF ORLAND PARK, AS AMENDED.

THIS PART IS FOR REFERENCE ONLY (NOT NECESSARY TO BE READ)

I move to approve the Land Development Code Amendments for Section 2-102 as presented in the attached amendment report titled "11/07/23 Land Development Code Amendments" dated November 3, 2023.

MAYOR

Keith Pekau

VILLAGE CLERK

Patrick R. O’Sullivan

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
orlandpark.org



**ORLAND
PARK**

DEVELOPMENT SERVICES

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Sean Kampas

Brian J. Riordan

Joni J. Radaszewski

Amendment Report to the Board of Trustees

Project: 11/7/23 and 11/21/2023 Land Development Code Amendments

Prepared By: Development Services Department

SUBSTANTIVE AMENDMENT: CHANGE PUBLIC HEARING NOTICE MAILING REQUIREMENTS

AMENDMENT SUMMARY

SECTION 5-101.G.2.b

Amend the language to eliminate the certified mail mandate for public hearing notifications and replace it with the use of first-class mail.

AMENDMENT EXPLANATION

The goal of this amendment is to change the notification requirements for public hearings to better inform property owners within 300’ of a development change. The objective of changing this requirement is to reduce the time and cost burden on applicants who are sending out public hearing notices. Our current process is to have applicants send out certified mail to all property owners within 300’ of a proposed development change and sign an affidavit prior to the public hearing for the case.

Due to the rising costs associated with certified mail, priced at \$8.10 per envelope, and that certified mail cards often go unsigned at the post office, we are proposing to change the process to require first class mail to be sent in place of certified mail. First class mail costs \$0.66 per envelope and does not require a signature from each property owner, meaning that less mail will end up unsigned at the post office and more neighbors will be notified of the proposed request.

In addition to sending out first class mail, the applicant will be required to obtain a certificate of mailing receipt from the post office. The certificate of mailing receipt proves that the notification letters were sent out in a timely manner in accordance with the Illinois State Statute for public hearing notices. The affidavit for the public hearing notice must still be signed and notarized prior to the Plan Commission meeting.

Finally, the applicant must provide a list of addresses located within the 300’ notification radius. This step identifies the property owners obligated to receive a notification letter.

This amendment seeks to change public hearing notifications for property owners within a 300’ radius of the proposed requests by transitioning from certified mail to first class mail with additional documentation. This change not only reduces financial and logistical burdens on applicants but also mitigates the risk of mail going unsigned at the post office. The additional requirement of a certificate of mailing receipt and an address list within the notification buffer further ensures a timely and effective notification process. The proposed amendment complies with the Illinois Statute for public hearing notifications.

PLAN COMMISSION RECOMMENDATION As presented.

PROPOSED AMENDMENT TEXT

SECTION 5-101.G.2.b Notification Requirements.

...

2. It is the petitioner's/applicant's responsibility to send a copy of the notice by **certified first-class** mail ~~with return receipt requested~~ to each of the owners of record of adjacent properties and within 300 feet of any property upon which development is proposed. ~~The petitioner/ applicant must also retain the certified mail receipts for a period of no less than seven (7) years from the final Village Board action on the proposal.~~

...

5. It is the petitioner's/applicant's responsibility to submit a notarized affidavit, **list of addressed to be notified, and a certificate of mailing from the United States Post Office** to staff prior to or at the Plan Commission meeting confirming that all requirements listed above have been met.

...

SUBSTANTIVE AMENDMENT: REMOVE NET BUILDABLE ACRES FROM DENSITY CALCULATION

AMENDMENT SUMMARY

SECTION 2-102

Amend regulations to remove net buildable acres from the Land Development Code (LDC).

AMENDMENT EXPLANATION

The goal of this amendment is to change the calculation method for density with an objective of eliminating unnecessary obstacles to residential development.

Currently, density is calculated based on net buildable acres, which deducts certain areas like utility easements, parks, and wetlands from a subject site's overall density. This method makes it cumbersome for developers dealing with limited available land and additional land use restrictions to understand the development potential prior to spending thousands of dollars preparing a proposal package and petitioning the village for an entitlement approval.

This amendment is proposed because of an increase in rainfall data and MWRD requirements has resulted in stricter stormwater mitigation standards. Conceptual plans for developments, particularly those with stormwater management needs or on-site wetlands, are consistently rejected for being too dense after a significant amount of time and money have already been invested in a project.

Such plans would meet LDC standards if the density definition did not include the detention pond or wetland area in the density calculation. This change can help reduce the number of requested variances and modifications to our code in relating to setbacks and density.

The proposed shift to a gross density calculation involves considering the total land area of a subject site without deducting these elements, offering a practical and straightforward solution which also supports investment. This adjustment optimizes land use while adhering to code requirements and accommodating evolving housing preferences, such as an increasing demand for single-family attached homes.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 2-102. DEFINITIONS

...

Density is defined as the number of dwelling units per ~~Net Buildable Acres~~ **acre** on **the a subject** site. (Ord. 4096 – 12/5/05)

...

~~**Net Buildable Acres** means lands within one (1) site that are contiguous and accessible by the same local or internal road system. Net Buildable Acres shall be calculated by deducting the following from the Gross Acreage of Land: (Ord. 4096 – 12/5/05)~~

~~— 1. 50% of Com Ed easement if owned by the petitioner and the space serves as a public open space amenity;~~

~~— 2. 50% of land required for a Park or School dedication;~~

~~— 3. Perimeter road right-of-way dedication;~~

~~— 4. Floodplain that must be conserved;~~

~~— 5. Detention and retention areas up to the high water level; and (Ord. 4434 – 12/1/08)~~

~~— 6. Wetlands that must be conserved either by Federal, State or Local requirements. (Ord. 4434 – 12/1/08)~~

~~**Net Buildable Acreage** can include:~~

~~— 1. Private and common open space;~~

~~— 2. Internal roads, bikepaths and dedicated transitways;~~

~~— 3. Environmental and historic areas conserved that would otherwise be buildable; and~~

~~— 4. Underground utility easements that may be usable for yard space.~~

...

SUBSTANTIVE AMENDMENT: CHANGE SOLAR PANEL REVIEW PROCESS

AMENDMENT SUMMARY

SECTION 6-314 ENVIRONMENTAL CLEAN TECHNOLOGY

Amend the Land Development Code (LDC) to remove Appearance Review requirements for single family residential rooftop solar panels.

AMENDMENT EXPLANATION

The goal is to revise the regulations for the Environmental Clean Technology (ECT) Appearance Review with an objective of simplifying the solar panel review process for both residents and staff. Initially, solar panels required Special Use Permits approved by the Village Board due to the uncertainty of the technology and potential impact on neighbors. However, the process was changed to a the review process because these concerns were unfounded, but there still were changes to the exterior of homes.

The proposed amendment eliminates the need for Appearance Reviews specifically for residential flush-mounted rooftop solar panels, which consistently adhere to all other LDC requirements. We are changing this now because virtually all solar panels are surface-mounted and parallel to the sloped roof surface.

This amendment is intended to streamline the review process, creating less paperwork for residents, and freeing up considerable staff time and resources, as all tasks associated with the Appearance Review are already addressed during the permit review for residential solar panels. This amendment will also enhance staff efficiency and enable more timely reviews of other permit applications and development petitions.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-314.B. ENVIRONMENTAL CLEAN TECHNOLOGY REVIEW AND APPROVAL PROCESS.

...

1. **Application.** Except for residential flush-mounted rooftop solar panels, All petitioners seeking to construct or install an ECT must submit a complete Appearance Review application to the Development Services Department concurrently with a building permit application. ECT projects accessory to buildings or structures in the Old Orland Historic District or an Orland Park Landmark shall submit a complete Certificate of Appropriateness (COA) application to the Development Services Department concurrently with a building permit application. All ECT projects shall be reviewed in accordance with the regulations of this Section.
2. **Administrative Review.** Per this subsection, the following ECT projects shall be reviewed and approved administratively via an Appearance Review by the Development Services Department, in accordance with Section [5-106](#) (Appearance Review):
 - a. Solar Energy Systems (SES).

b. Geothermal Energy Systems (GES).

...

SUBSTANTIVE AMENDMENTS: CAR DEALERSHIP PARKING AND STORAGE

AMENDMENT SUMMARY

SECTION 6-306

Clarify required number of parking spaces calculation for automobile sales and rental land uses.

AMENDMENT EXPLANATION

The goal of this amendment is to reduce automobile sales and rental use requests for a variance or special use permit due to the substantial number of cars in an on-site inventory, with an objective of removing automobile sales and rental inventory from the calculation of off-street parking requirements.

Currently, the Land Development Code (LDC) states that when an applicant requests more than a 20% increase to the required number allocated parking spaces, a variance or a special use modification is needed. Due to automobile sales and rental uses having substantial inventories, a variance or a special use permit is typically required.

This amendment removes a burden for the automobile sales and rental petitioners from making a universal request for modifications from the LDC to accommodate their off-street parking needs.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-306.B REQUIRED NUMBER OF OFF-STREET PARKING SPACES.

...

3. In the event that an applicant demonstrates that a new use, whether in an existing building or new construction, will require more parking spaces than the number allocated under Table 6-306(B), the Development Services Department may authorize up to a ~~twenty percent (20%)~~ increase in the total number of parking spaces permitted on the lot. **This calculation excludes the storage spaces for automobile inventory of vehicles for sale and/or lease by automobile sales and rental land uses.** Any request exceeding a ~~twenty percent (20%)~~ increase in the total number of parking spaces permitted on the lot shall be a variance or modification pursuant to a special use. The Development Services Department may issue such authorization only upon the request of the applicant and only upon determining that the new use will attract more vehicles than the parking lot could otherwise accommodate. (Ord. 2860 – 3/18/96; Amd. Ord. 4373 – 6/2/08; Amd. Ord. 4839 – 9/16/13; Amd. Ord. 5389 – 3/4/19)

...

TECHNICAL AMENDMENT: LOADING SPACES

AMENDMENT SUMMARY

Section 6-306.J.

Adjust discrepancy between the requirements and table 6-306(L)a. to consistent information.

Table 6-306(L)a.

Clarify the heading of the schedule of loading requirements table.

AMENDMENT EXPLANATION

The goal of this amendment is to improve clarity and consistency throughout the Land Development Code (LDC), with an objective of correcting the discrepancy between the requirements in the code and the table 6-306(L)a.

Currently, the LDC vertical clearance requirements do not reflect the table specifying the minimum vertical clearance requirements set forth in the Schedule of Loading Requirements table. Additionally, the aforementioned table is labeled incorrectly.

Due to this inconsistency, the recommendation is to correct the loading requirements to a uniform 12' clearance and modify the table heading to 6-306(J), ensuring consistency and accuracy.

The development community, general public, and Village Staff will benefit from this change for clarity and technical correction.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-306(J). NUMBER, SIZE AND LOCATION OF LOADING SPACES.

...

5. Unless otherwise provided by these regulations, a required loading space shall be at least ~~twelve (12)~~ feet in width by at least ~~twenty-five (25)~~ feet in length, exclusive of aisles and maneuvering space, and shall have a vertical clearance ~~of at least fourteen (14) feet.~~ **dependent on the floor area of the establishment, as displayed in Table 6-306(J)a.**

...

Table 6-306(LJ)a
SCHEDULE OF LOADING REQUIREMENTS

Floor Area of Establishment (sq. ft.)	Required Number	Minimum Size (ft.)	Minimum Vertical Clearance (ft.)
0-10,000	1	12 x 25	12
10,001-25,000	2	12 x 25	12
25,001-40,000	3	12 x 25	15
40,001-100,000	4	12 x 25	15
over 100,000	5*	12 x 25	15

* plus one additional space for every 50,000 sq. ft. of floor area over 150,000.

...

SUBSTANTIVE AMENDMENT: **MODIFY THE ENTITLEMENT REVIEW PROCESS**

AMENDMENT SUMMARY

SECTION 5-101.A.3 General Process

Change the entitlement review process to have final engineering and final landscape plans approved administratively after the Board of Trustees approves a project.

SECTION 5-101.A.3 Appearance Before the Committee of the Whole

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation.

SECTION 5-101.C Public Meeting Sequence with a Public Hearing

Change language to allow for projects to proceed to the Board of Trustees prior to final plan review and preparation. Reorganize section in order of new process.

SECTION 5-101.K.4 Review by Development Services Department

Change language to new final approval method and clarify language associated with final engineering reviews.

CHART 5-101.A (A)

Remove chart at end of section as it will no longer correlate with proposed amendments.

AMENDMENT EXPLANATION

The goal of this amendment is to make the development review process more efficient and effective, with an objective of implementing a Lean Enterprise Institute (LEI) recommendation of modifying the timing of the final engineering and final landscaping stages within the entitlements process.

Currently, the Board of Trustees requires staff approval of final engineering and final landscaping before granting project approval. The proposed approach will enable applicants to initially present "80%" -complete plans to the Board of Trustees and subsequently address minor engineering and landscaping details administratively after project approval is granted and the ordinance is passed. This method streamlines the entitlements process, saving the development community time and money, and facilitating a more efficient project progression.

Due to the time and expense associated with preparing final plans without knowing the project will be formally approved by the BOT, staff recommends an approach that will ensure the final plans are in substantial conformance to the "80%" plans referenced in the ordinance. If the final engineering or final landscaping review results in substantial alterations to the Board-approved plans, the petitioner must restart the development review process by republishing for a public hearing and returning to the Plan Commission and Board of Trustees for revision approvals.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 5-101.A. DUE PROCESS.

1. **Purpose.** The purpose of this section is to define and outline the development review procedures that petitioners, government agents, and elected and appointed officials follow for transparent review for development and redevelopment in the Village of Orland Park.

...

3. **General Process.** There are three distinct development review processes which are ~~outlined in Chart 5-101.A (A) at the end of this section. The three processes are~~ summarized as follows:
 - a. Development Requiring Plan Commission and Board of Trustees Review:
 1. Pre-application Review with Village Staff;
 2. Filing of Application and Scheduling Plan Commission Public Hearing;
 3. Plan Commission Review and Recommendation;
 - ~~4. Committee of the Whole and/or Board of Trustees Review;~~
 - ~~5. Final Plan Preparation and Staff Review;~~
 4. ~~6.~~ Committee of the Whole Review (if applicable per Section 5.101.A.4);
 5. ~~7.~~ Board of Trustees Review and Decision-;
 6. **Final Administrative Review and Approval.**

...

4. **Appearance ~~b~~Before Committee of the Whole.** In the case where a petition has received unanimous recommendation from the Plan Commission, and at the discretion of the Director of ~~the~~ Development Services, the requirement to appear before the Committee of the Whole ~~and the Board of Trustees prior to final plan preparation and staff review~~ may be waived, therefore permitting such project to proceed directly to **the Board of Trustees.** ~~final plan preparation and staff review.~~ In such cases where a petition has not received a unanimous recommendation for approval from the Plan Commission, the petition shall proceed from the Plan Commission to the Committee of the Whole. The Committee of the Whole shall then determine if the application should proceed to ~~final plan preparation and review, be forwarded to~~ the Board of Trustees, or be remanded to the Plan Commission for further consideration.

...

SECTION 5-101.C. PUBLIC MEETING SEQUENCE WITH A PUBLIC HEARING

1. Public Meeting at Plan Commission with a Public Hearing.

- a. **Plan Commission.** The Plan Commission shall hold a public hearing in accordance with the provisions of Section [5-101.G](#) below on applications identified in Section [5-101.B.2\(a\)](#). The Plan Commission shall review the report and recommendation of the Development Services Department and testimony given at the public hearing and make a recommendation to the Board of Trustees for approval, approval with conditions, or disapproval. The Plan Commission may also choose to forward to the Board of Trustees without a recommendation.
- b. **~~The Committee of the Whole.~~** The Committee of the Whole, if required by Section [5-101.A.4](#), shall review the plans and documents, the Plan Commission recommendation, and the Development Services Department report and recommendation and shall recommend approval, approval with conditions, or disapproval to the Board of Trustees. If the Committee of the Whole recommends approval or approval with conditions, the Committee of the Whole shall authorize the applicant to proceed to **the Board of Trustees.** ~~final plan preparation and staff review as per paragraph 5-101.C.1c.~~ If the Committee of the Whole recommends denial, the petition will proceed directly to the Board of Trustees. If there are significant changes to the development application, the Committee of the Whole or the Board of Trustees may remand the application to the Plan Commission for further review and recommendation.
- c. **Board of Trustees.** Upon receipt and review of the recommendation of the Plan Commission or Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.
- d. **Village Staff.** Upon receiving approval from the Board of Trustees and prior to the issuance of any permits or occupancies related to the entitlement, Village staff shall review final engineering, site, and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees.

~~**c. Final Plan Preparation and Staff Review.** Upon a positive and unanimous recommendation from the Plan Commission or as per Section 5-101.A.4, the applicant, working with the Development Services Department, shall proceed with preparation and review of final engineering and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees. Concurrently, the Development Services Department shall proceed with preparation of a draft development agreement or annexation agreement as may be applicable. The recommendation of the Plan Commission shall not be scheduled for review by the Committee of the Whole or the Board of Trustees until all final plans are approved by the Development Services Department and the applicable agreement is prepared in draft and is ready for review and approval by the Board of Trustees. (Amd. Ord. 5221 - 9/18/17)~~

~~**d. Committee of the Whole.** Upon staff preparation of applicable draft agreements and determination that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, the development shall proceed to the Committee of the Whole. The Committee of the Whole shall review all pertinent information provided by the Director of Development Services, the Plan Commission, the petitioner, and the testimony and evidence from prior public meetings and hearings and provide a recommendation to the Board of Trustees for approval of the final ordinances and agreements.~~

~~**e. Board Action.** Upon receipt and review of the recommendation of the Committee of the Whole, the Board of Trustees shall grant, grant with conditions, or deny the petition.~~

...

SECTION 5-101.K ROLE OF THE DEVELOPMENT SERVICES DEPARTMENT

...

4. Review by Development Services Department

- a. **Application Review.** The Development Services Department shall review the complete application for development approval in accordance with these regulations and particularly with Section [5-105](#), if the development requires a special use permit, Section [5-108](#), if the development requires an amendment to the text of these regulations or the Zoning District Map, Section [5-109](#), if the development requires a variance, Section [5-112](#), for development requirements and subdivision review, and/or Section [5-110](#) and [6-209](#), if the development requires a Certificate of Appropriateness. (Amd. Ord. 4996 - 6/15/15)
- b. **Preliminary Plan Review Process.** The Development Services Department shall review the complete application for development, the preliminary plan, and coordinate the review of the engineering plans associated with the application for development. Preliminary engineering plans shall be approved prior to proceeding to the Plan Commission.
- ~~b. Preliminary Plan Review Process. The Development Services Department shall review the complete application for development and its preliminary plan before proceeding to Plan Commission.~~
- ~~c. Preliminary Engineering Review Process. The Development Services Department shall review the engineering plans associated with the application for development and confirm preliminary engineering acceptance prior to proceeding to the Plan Commission or hold the application from proceeding to Plan Commission until outstanding preliminary engineering items are met.~~
- c. **80% Plan Approval.** Following a recommendation from the Plan Commission or the Committee of the Whole, the Development Services Department will evaluate an 80% plan. An 80% plan is one that is deemed sufficient for Board of Trustees final decision, with no major changes expected. The Development Services Department will oversee the review of the engineering plans related to the development application. Site and engineering plans at the 80% completion stage must receive approval from both the Development Services Department and the Engineering Department before progressing to the Board of Trustees.
- ~~d. Final Plan Review Process. The Development Services Department may continue to review the complete application for development throughout the decision-making process to recommend corrections or amendments to plans pursuant to recommendations by the Plan Commission, the Committee of the Whole, and the Board of Trustees.~~
- d. **Ordinances and Agreements.** The Development Services Department shall coordinate the ordinances and agreements for final approval by the Board of Trustees.
- e. **Final Engineering Plan Review Process.** After approval from the Board of Trustees, the Development Services Department shall coordinate the review of the final engineering plans associated with the application for development to determine that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, and as outlined in the final ordinance or agreement. ~~7. prior to consideration of the final ordinances or agreements by the Board of Trustees.~~
 1. If the final engineering review results in substantial alterations to the plans reviewed during the public hearing by the Plan Commission, and by the Committee of the Whole, approved by the Board of Trustees, then the applicant

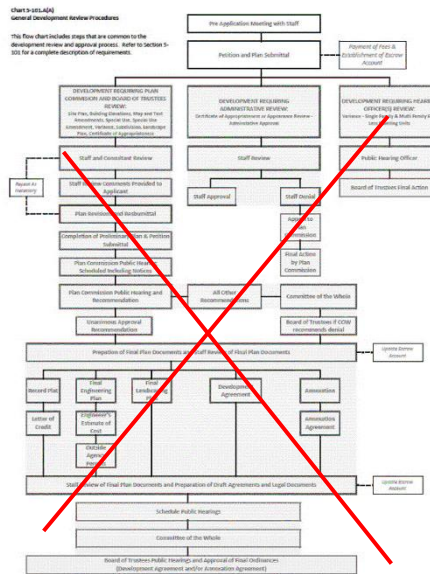
shall return to the Plan Commission and restart the development review process, republishing in the event of a petition requiring a public hearing.

a. Substantial alterations to a final plan shall include but not be limited to things such as:

- Enlargement of storm water facility sizes;
- Reductions in setbacks;
- Construction of or alterations to retaining walls;
- Changes in street layout/land use;
- Increases in lot coverage;
- Changes parking configurations;
- Changes that result in new or expanded variances or modifications to special use regulations; and
- Changes to the number of units, building area, or building stories.

GENERAL DEVELOPMENT PROCEDURES

CHART 5-101.A (A)



...

SUBSTANTIVE AMENDMENTS: **MODIFY RESIDENTIAL BEST MANAGEMENT PRACTICES (BMPs)**

AMENDMENT SUMMARY

SECTION 6-201.F. E-1 Estate Residential

SECTION 6-202.F. R-1 Residential

SECTION 6-203.F. R-2 Residential

SECTION 6-203.5.F. R-2A Residential

SECTION 6-204.F. R-3 Residential

SECTION 6-204.5.F. R-3A Residential

SECTION 6-205.F. R-4 Residential

SECTION 6-206.G. RSB Residential and Supporting Business District

Revise maximum lot coverage by removing increased lot coverage allowances through BMPs.

SECTION 6-305.F.2.c. Single-Family Residential Naturalized Landscaping

Remove the Monitoring and Management Plan (M&M Plan) requirements for naturalized landscaping in single-family residential areas.

AMENDMENT EXPLANATION

The goal of these amendments is to mitigate stormwater runoff by establishing maximum lot coverage allowances that are more easily understood by the public and more easily enforced by Village staff, with an objective of setting a maximum coverage percentage and removing the provision of allowing additional lot coverage with the use of Best Management Practices (BMPs).

Per the Land Development Code (LDC), each zoning district has a base lot coverage which can be increased with the use of BMPs such as naturalized landscaping, permeable pavers, and rain barrels. When residents have met the base lot coverage for the zoning district in which they are located, residents opt to utilize BMPs to expand their impervious lot coverage. Tracking the installation and management of BMPs is time-consuming for Development Services staff and the maintenance of the BMPs is tedious for the homeowners. For the increased lot coverage completed without a permit, the Village has the daunting task of retroactively applying BMPs and/or informing the homeowner that some or all of their improvement project must be removed or modified.

Due to the policing and management needs to ensure the BMPs continue to control stormwater runoff, the recommendation is to remove the BMP allowances and establish one maximum lot coverage for each residential zoning district based on the average of the maximum ranges within each zoning district in the existing regulations.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 6-305-F.2.c. SINGLE-FAMILY NATURALIZED LANDSCAPING. Single-family residential properties that include naturalized landscaping areas that exceed ~~twelve inches (12")~~ **12 inches** in height are exempt from the letter of credit requirements detailed in 6-305.E.3.e Letter of Credit, although a Landscape Plan ~~and an abridged Monitoring and Management Plan (M&M Plan) are~~ **is** still required. The following conditions apply to naturalized landscaping on single-family residential properties:

1. A property owner shall apply to the Development Services Department and receive a written approval of the landscape plan prior to the installation of the naturalized landscaping.

i. The application shall include a plat of survey and a site plan of the single-family lot drawn to scale on a sheet not less than ~~eight and one-half inches by eleven inches (8½" inches ×~~ **by 11" inches**), which contains: the location of property lines; location of structures, fences, existing drainage patterns, and paved areas; location of each natural landscaping area; a list by scientific and common name of species intended to be planted and maintained within each area; and the setback distance of each naturalized landscape area that will be located near any property line. Any proposed soil amendments and levels of shade and sunlight should also be included on the plan.

~~2. An M&M Plan for the near- and long-term maintenance of the naturalized landscape area shall be submitted for review and approval.~~

~~i. The Village document, commonly referred to as "Monitoring and Management Plan for Naturalized Vegetation Areas on Single Family Residential Properties", as amended, shall be used as a template for the completion of a single-family residential naturalized landscape Monitoring and Management Plan. Minor edits to this template may be made by the petitioner; however, the final text of the M&M Plan shall be approved by the Development Services Department.~~

3. It shall be permitted to grow native plants that exceed ~~twelve inches (12")~~ **12 inches** in height within a natural landscaping area, including ferns, grasses, sedges, rushes, forbs, shrubs and trees, in lieu of turf grass lawn in designed and managed natural landscape areas.

4. Natural landscaping shall be permitted in rear or side yards only, and setback at a minimum of ~~three (3) feet~~ **3 feet** of any property line. No setback shall be required where the natural landscaping is separated from adjacent lots by fencing or continuous shrub of ~~three (3) feet~~ **3 feet** or more in height, or where the natural landscape area abuts permitted naturalized landscaping on an adjacent lot.

5. Naturalized landscaping may occupy a maximum of ~~thirty percent (30%)~~ **30 percent** of the total existing open space within the side or rear yards of a single-family residential property.

...

8. Upon installation of a naturalized landscape area, the site shall be inspected by a Village inspector or designee to verify compliance with the approved landscape plan ~~and proper maintenance of the natural landscape area.~~ After a successful inspection, the property owner will be provided with a letter from the Village certifying that the naturalized landscape has been inspected and meets the criteria of this Section. ~~Subsequent inspections shall be performed annually by the Village or designee, or as determined by the Development Services Department.~~

9. Permission for single-family residential natural landscaping may be revoked with cause, such as failure of the owners to manage the areas or to respond to notices of creation of a nuisance or violation of the weed control ordinance.

SECTION 6-201. E-1 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~— a. The base lot coverage allowed by right is not to exceed twenty-five (25)~~ **30%** for the principal structures, pavement, and accessory structures.

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed thirty-five percent (35%).~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

...

SECTION 6-202. R-1 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~— a. The base lot coverage allowed by right is not to exceed thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

~~— b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%):~~

~~— i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage:~~

~~— ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage:~~

~~— iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage:~~

~~— iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

...

SECTION 6-203. R-2 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

v. Non-residential land uses are allowed up to ~~seventy percent (70%)~~ impervious lot coverage by right.

...

SECTION 6-203.5.F. R-2A RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~thirty-five percent (35%)~~ **40%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-204.F. R-3 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-204.5.F. R-3A RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty percent (40%)~~ **45%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-205.F. R-4 RESIDENTIAL DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. ~~Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria:~~

~~a.~~ The ~~base~~ lot coverage ~~allowed by right~~ is not to exceed ~~forty-five percent (45%)~~ **50%** for the principal structures, pavement, and accessory structures.

i. An additional ~~three percent (3%)~~ impervious lot coverage is allowed for single family homes with side-loaded garages.

ii. For single family attached and multi-family residential uses, ~~sixty percent (60%)~~ **60%** lot coverage is allowed by right.

~~b.~~ ~~Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty-five percent (55%).~~

~~i.~~ For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

~~ii.~~ For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

~~iii.~~ For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

~~iv.~~ All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

...

SECTION 6-206.G. RSB RESIDENTIAL AND SUPPORTING BUSINESS DISTRICT.

...

F. **Lot Coverage.** Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

~~1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.~~

~~a.—The base lot coverage allowed by right is not to exceed sixty-five percent (65%)~~ **70%** for the principal structures, pavement, and accessory structures.

~~b.—Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed seventy-five percent (75%).~~

~~i. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.~~

~~ii. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.~~

~~iii. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.~~

~~iv. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.~~

...

TECHNICAL AMENDMENTS: CLARIFY DRIVEWAY AND DRIVEWAY APRON REGULATIONS

AMENDMENT SUMMARY

Section 3-4-2-6

Clarify the construction requirements for driveways and driveway aprons.

Section 6-306.E.8

Clarify driveway and driveway apron dimensions to be consistent with the information regarding driveways and driveway aprons in the Village Code.

Section 6-406.B.6

Clarify driveway and driveway apron requirements by referencing the Village Code.

AMENDMENT EXPLANATION

The goal of these amendment is to ensure clear communication and consistent application of the driveway and driveway apron regulations, with an objective of describing the dimensions in the Land Development Code (LDC) and having other Village Code and LDC sections recognize other sections by reference.

This substantive amendment will not require existing driveways to change. The Village Code and the LDC have the similar dimensions; however, the Village Code requirements are more descriptive and have the potential to be interpreted differently than the LDC.

The proposed amendments will clarify the appropriate dimensions for the public and Village staff. The Village Code will retain the specifications such as base layers, pavement thickness, etc., while the LDC will retain the zoning-related dimensions such as driveway widths and setbacks.

Due to the inconsistent descriptions of driveway and driveway apron requirements, it is recommended to have one location for each regulation type with references in other sections of the code, as-needed.

Please note that this amendment includes a change in the Village Code regulations in addition to the LDC. In addition, a follow-up to these amendments may occur in the future after Engineering and Planning staff review the specifications in the Village Code and LDC, and consider increasing the maximum 2-car garage driveway width from 20' to 21'.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 3-4-2-6 CONSTRUCTION SPECIFICATION AND REQUIREMENTS

...

Widths: ~~The maximum width for driveways for single family residences including circle drives shall be ten feet (10') at the sidewalk line and sixteen feet (16') at the curb; provided, that where a two-car or three-car garage is located within thirty feet (30') of the property line, the driveway shall not exceed twenty feet (20') at the sidewalk line or twenty-six feet (26') at the curb or thirty (30) feet at the sidewalk line and thirty-six (36) feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property. The maximum width for driveways for all other uses shall be as approved by the Board of Trustees upon recommendation by the Department of Engineering.~~ The maximum width shall be in accordance with Section 6-406.B.

...

Driveway Aprons: ~~Single family residential driveway aprons shall have a maximum width of ten (10) feet for one-car driveways, and a maximum width of twenty (20) feet for two-car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a width three (3) feet greater at the curb line.~~ All residential aprons shall have a minimum concrete thickness of six (6) inches and a granular bedding base of two (2) inches. Multi-family development business, office research, and industrial district driveway aprons shall be constructed with ten (10) foot radius returns unless otherwise required by the Department of Engineering.

...

SECTION 6-306.E.8 OFF-STREET PARKING AND LOADING REQUIREMENTS

...

- a. Passenger Automobile parking is not permitted in any required side setback in a residential district. Passenger automobile parking is permitted in the driveway of the required corner side yard setback with a ~~twenty (20)~~ 20-foot minimum driveway length, excluding right-of-way and sidewalks. No open off-street parking serving a residential use in a non-required side setback shall be located nearer than ~~five (5)~~ 5 feet to a principal residential building. (Ord.2959-11/18/96)

...

SECTION 6-406.B. SIDEWALKS, DRIVEWAYS, AND PARKING LOTS

...

6. Widths and Lengths. ~~Single-family residential driveways and driveway aprons shall have a maximum width of twenty (20) feet for one (1) car garages, twenty-six (26) feet for two (2) car garages, and thirty-six (36) feet for three (3) car garages.~~ **The maximum width for driveways for single family residences including circle drives shall be 10 feet at the sidewalk line and 16 feet at the curb; provided, that where a two-car or three-car garage is located within 30 feet of the property line, the driveway shall not exceed 20 feet at the sidewalk line or 26 feet at the curb, or 30 feet at the sidewalk line and 36 feet at the curb, respectively. No driveway shall encroach upon any portion of the parkway in front of the adjoining property.** The maximum width of a driveway is applicable to the entire driveway length between the building line and sidewalk. **Single family residential driveway aprons shall have a maximum width of ten feet 10 feet for one-car driveways, a maximum width of 20 feet for two-car driveways, and a maximum width of 30 feet for three car driveways, measured at the sidewalk and shall flare to a maximum width of 3 feet to either side at the curb line.** ~~The maximum width of a driveway apron is applicable to the entire driveway length between the sidewalk and the street. The maximum width for driveway lane for single family residences shall be forty (40) percent of the lot width up to thirty-six (36) feet, applicable to the entire driveway length between the building line and curb line. The maximum width for circle driveway lane shall be twenty (20) feet, applicable to the entire driveway length between the building line and curb line.~~ The minimum driveway length shall be ~~eighteen (18)~~ **18** feet, excluding right-of-way and sidewalks. No driveway shall encroach upon any portion of the parkway in front of the adjoining parkway. **Driveways and driveway aprons also must adhere to construction specifications and requirements in section 3-4-2-6 of the Village Code.** The maximum width for driveways **and driveway aprons** for all other uses shall be as approved by the Board of Trustees upon recommendation of the Engineering Department. (Ord. 2959 – 11/18/96; Amd. Ord. 3281 – 8/16/99; Amd. Ord. 5061 1/26/16; Amd. Ord. 5126 9/19/16; Amd. Ord. 5653 - 11/1/21)

...

SUBSTANTIVE AMENDMENT: ADD A NEW PERMITTED USE TO THE OPEN SPACE DISTRICT

AMENDMENT SUMMARY

SECTION 2-102. Definitions

Add and define “civic and fraternal non-profit organization”.

SECTION 6-213. Open Space District

Amend language to add new permitted uses to the Open Space (OS) zoning district.

AMENDMENT EXPLANATION

The goal of this amendment is allow other recreational opportunities in the Land Development Code (LDC), with an objective to add an additional permitted use to the OS district that supports recreation and park activities.

The proposed amendment seeks to allow for *civic and fraternal non-profit organization* as a permitted use in the OS district. The Comprehensive Plan emphasizes that gathering spaces and recreational areas are appropriate for the OS district. Civic and fraternal organizations play a significant role in enhancing and fostering community engagement, and align with the core objectives of the OS district. It is important to note that this amendment is designed to accommodate civic and fraternal non-profit organizations, without specifying any particular organization, to maintain inclusivity and flexibility.

Due to community-focused and non-profit organizations contributing to the well-being of the community and its residents; promoting community engagement, social gatherings, and recreational activities; and catering to the needs of a diverse range of community-focused initiatives, it is recommended a *civic and fraternal non-profit organization* land use be added as a permitted use in the OS district.

PLAN COMMISSION RECOMMENDATION

As presented.

PROPOSED AMENDMENT TEXT

SECTION 2-102. Definitions.

...

Civic and Fraternal Non-Profit Organization means any local community affairs entity or group of people organized for a common purpose that is not maintained for the purpose of making a profit.

...

SECTION 6-213. OPEN SPACE DISTRICT

A. **Purpose.** The purpose of the Open Space District is to protect the Village's parks, natural areas, retention ponds, detention basins, **civic and fraternal non-profit organizations**, and open space corridor connections. It is also to ensure permanent access to outdoor recreation, ~~and~~ natural areas, **and other recreational opportunities** for residents in all neighborhoods and to enhance the value of nearby properties. (Amd. Ord. 5822 - 7/17/23)

B. **Permitted Uses.** The following uses may be established as permitted uses in the Open Space District, in accordance with the procedures established in Sections 5-101 through 5-104:

1. Public recreational facilities including playgrounds, public swimming pools, playing fields, trails, sports activities, outdoor amphitheaters, camping areas, picnicking areas, boating areas, fishing activities, golf courses, **civic and fraternal non-profit organizations**, and accessory uses such as related parking, washrooms, storage, etc.

...

C. **Prohibited Uses.** The following uses are prohibited as they would conflict with the purpose of protecting parks and natural areas:

1. Any private development of structures or facilities; the exception is cemetery and ComEd facilities as stated above;

2. Any public facilities unrelated to the operation or protection of parks, natural areas, **civic and fraternal non-profit organizations for the benefit of the public**, and retention/detention facilities.

...

..T

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE VILLAGE OF ORLAND PARK, AS AMENDED

..B

WHEREAS, the Corporate Authorities of the Village of Orland Park, an Illinois home rule municipality, have on February 8, 1991, adopted a Land Development Code (“the Code”) and zoning map; and

WHEREAS, amendments to the Code are adopted from time to time to ensure that the Code is up to date and responsive to community needs; and

WHEREAS, the Plan Commission of the Village held a public hearing on November 7, 2023 on whether the proposed amendments should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said hearing in the Daily Southtown, a newspaper of general circulation in this Village; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendation that the proposed amendments to Section 2-102 of the Land Development Code of the Village be made, and this Board of Trustees has duly considered said report and findings and recommendations; and

WHEREAS, the President and Board of Trustees of the Village of Orland Park have determined that it is in the best interests of the Village and its residents to update the aforementioned sections of the Land Development Code in order to bring it in line with surrounding communities and the Village’s needs;

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1: This Board finds and determines that the adoption of the following amendments to the Land Development Code of the Village of Orland Park is in the best interests of the Village and its residents, is in the public interest, constitutes an improvement to the Land Development Code of the Village of Orland Park, and is in keeping with the spirit and in furtherance of the purpose of the Land Development Code of the Village of Orland Park, as set forth in Section 1-102 thereof.

SECTION 2: Article 2, Section 2-102 shall hereby be amended such that the definitions of “Net Buildable Acres” and “Net Buildable Acreage” be deleted in their entirety, including their subsections.

SECTION 3: Article 2, Section 2-102 shall hereby be amended to repeal and replace the definition of “Density” as follows: (deleted language marked with strikethrough and new language marked with underlining):

“Density is defined as the number of dwelling units per ~~Net Buildable Acres~~ acre on ~~the~~ a subject site.

SECTION 4: To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to Sections that need to be amended or deleted within the Orland Park

Village Code, as amended, as a consequence of the above Code Amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

SECTION 5: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 6: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Orland Park Land Development Code, as amended, shall remain in full force and effect.

SECTION 8: This Ordinance shall be in full force and effect from and after its adoption and publication in pamphlet form as provided by law.

SECTION 9: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number: **2023-1001**
Orig. Department: **Recreation and Parks Department**
File Name: **Schussler Park All-Inclusive Playground Concept**

BACKGROUND:

On May 1, 2023 the Village entered into a Schussler Park sponsorship agreement with Michael Schofield III, Kendall Coyne Schofield and the Kendall and Michael Schofield Family Foundation. This includes naming rights of the Schussler Park artificial turf sports fields, the purchase and installation of an athletic scoreboard and partnering with the Village to raise funds for the purchase and installation of an all-inclusive play environment within Schussler Park.

The agreement includes partnering with the Village to raise funds for the purchase and installation of the all-inclusive playground at Schussler Park.

The Village Board approved entering into a contract with Wight & Co. June 19, 2023 to develop a conceptual plan to develop the playground. This included a project kick-off meeting which occurred on August 9, 2023 with Village staff, Michael Schofield and Kendal Coyne Schofield to discuss the goals and objectives of the project.

On September 22, 2023 Wight presented and reviewed concepts from four manufacturers (Burke, Kompan, Landscape Structures/NuToys, Imagine Nation/Playworld) with Village staff, Michael Schofield and Kendal Coyne Schofield to gather input to establish the overall vision for the park and help guide the design team as in the development of conceptual options for the playground and interpretive elements on the playground structure.

In addition to providing input, the working group narrowed the playground equipment manufacturers to Burke and Kompan noting each's concept best achieved the objective of an interactive, inclusive play environment utilizing a variety of fun, interactive and stimulating playground equipment for children of all ability levels. Additionally, each included a calming feature for individuals in need of an area with low sensory stimulation.

On October 6, 2023, Wight presented refined concepts from Burke and Kompan to Village staff, Michael Schofield and Kendal Coyne Schofield.

The group believes the quality of the equipment, variety of experiences, themes, colors, dream big and donor walls create a superior play experience for individuals of all abilities. As such, Burke was selected to provide a final concept incorporating additional input provided.

In effort to solicit input from the general public, postcards were mailed to 823 homes within 1500 feet of Schussler Park inviting residents to participate in the October 19, 2023 all-inclusive playground engagement session. Additionally, social media was utilized to publicize and invite residents to the presentation.

Village staff, along with Wight staff, Michael Schofield and Kendall Coyne Schofield, and Margaret Chaidez, ADA Coordinator and Project Manager for Burke, hosted the public engagement session at the Civic Center. The presentation included the overall concept noting the playgrounds individual features and overall goal to provide a comprehensive play environment for all ages and abilities.

Staff, along with Burke's ADA Coordinator, presented the concept (attached) to the Recreation Advisory Board (RAB) on November 14, 2023. The RAB engaged in a discussion regarding the overall size of the playground as compared to the former playground, the overall cost, the play value for different age groups, the cost in comparison to other ADA playgrounds and shaded seating areas. The RAB tabled the motion requesting two additional swings, and a two to five-year-old slide be added, as well as details related to the overall conversation.

A revised concept (attached), was presented to the RAB on December 5, 2023. The former playground was 9,945 sq. ft., while the new playground would be 6,391 sq. ft. This is primarily due to the equipment spacing on the previous playground.

The proposed playground has a capacity of 284 users, serving children 5 - 12 yrs. of age.

Changes from the previous design include:

- Expanding the playground footprint on the south and east sides to fit all equipment.
- Adding 2 swings
- Adding a 2 - 5 yr. old slide
- Replacing the Hide the Numbers Panel with the stairs up to the Luge Slide
- Moving the Concession Stand over accordingly
- Moving the single post swings to the bottom right corner and the Volito at an angle in the bottom left corner
- Removing one table and shade structure from quiet area

The playground is projected to cost \$996,400 including contracting and general requirements of 8%, \$54,300; a 6% 2-year escalation of \$88,000 and soft costs of \$174,800.

Comparable all-inclusive playgrounds include:

2010 Huntely Park District's Deicke Park: 30,000 sq. ft., with multiple play zones; \$1,000,000.

2011 Darien Park District's Community Park: 17,000 sq. ft over two areas; \$199,000.

2012 Village of Orland Park's Kevin Hertz Playground: 10,797; \$355,000.

2015 Wheaton Park District's Sensory Garden: 4-acre park; \$2,500,000

2016 Elmhurst Park District's Butterfield Park: 13,000 sq. ft.; \$592,420

2018 Oak Brook Park District's Sandlot: 4,400 sq. ft.; \$1,000,000

2020 Bartlett Park District's Free to Be Me Playground: 4,300 sq. ft.; \$800,000

2021 New Lenox Park District's Leigh Creek South: 6,600 sq. ft.; \$1,000,000

2023 Mundelein Park & Recreation District: size n/a; \$1,200,000

In 2024, \$250,000 is being planned in the Natural Resources Facilities (NRF) Division operational budget for the playground. The remaining \$746,400 will become the target fundraising goal in which Village staff, Michael Schofield, Kendal Coyne Schofield, the Schofield Foundation and Burke will partner to raise.

The final playground design and scope will be dependent upon the overall total funds raised through the campaign fundraising effort.

This agenda item is being considered by the Committee of the Whole and the Village Board of Trustees on the same night.

BUDGET IMPACT:

The projected cost of the all-inclusive playground as presented is projected to be \$1,424,900. In 2024, \$250,000 is being planned in the Natural Resources Facilities (NRF) Division. Additionally, the pavilion and half basketball court will be funded from NRF and Recreation and Parks operational expenses.

In 2024, \$250,000 is being planned in the Natural Resources Facilities (NRF) Division. Additionally, the

pavilion and half basketball court will be fund from NRF and Recreation and Parks operational expenses.

REQUESTED ACTION:

I move to approve the Schussler Park All-Inclusive Playground concept as presented. The final playground design and scope will be dependent upon the overall total funds raised through the campaign fundraising effort.

Project: Schussler All-Inclusive Playground
 Client: Village of Orland Park
 Project No.: 230159
 Date: November 28, 2023



CONCEPT Cost Opinion - PLAYGROUND

SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENDED COST	SUBTOTAL
116800 Play Field Equipment and Structures						
	Playground Equipment	1	LS	\$ 292,923	\$ 292,930	
	Installation of Playground Equipment	1	50%	\$ 146,462	\$ 146,470	
Section Subtotal:						\$ 439,400
311000 Site Clearing						
	silt fence - Playground	350	LF	\$ 5	\$ 1,750	
	temporary construction fence - Playground	550	LF	\$ 6	\$ 3,300	
	inlet protection - Playground	1	EA	\$ 400	\$ 400	
	tree protection - Playground	210	LF	\$ 5	\$ 1,050	
Section Subtotal:						\$ 6,500
312000 Earth Moving						
	balanced earthwork - Playground	370	CY	\$ 30	\$ 11,100	
Section Subtotal:						\$ 11,100
321313 Concrete Paving and Curbs						
	PCC Sidewalk and Stone Base - Playground	2,880	SF	\$ 15	\$ 43,200	
	Thickened Concrete Edge	315	LF	\$ 50	\$ 15,750	
Section Subtotal:						\$ 58,950
321816.13 Playground Protective Surfacing						
	play surfacing - PIP	6,085	SF	\$ 22	\$ 133,870	
Section Subtotal:						\$ 133,870
323300 Site Furnishings						
	Bench	4	EA	\$ 1,500	\$ 6,000	
	Installation of Site Furnishings	1	35%	\$ 2,100	\$ 2,100	
Section Subtotal:						\$ 8,100
329200 Turf and Grasses						
	Seed and Blanket - Playground	175	SY	\$ 3	\$ 530	
Section Subtotal:						\$ 530

329300 Plants						
Shade Tree - 3" Caliper Playground	9	EA	\$	750	\$	6,750
Section Subtotal:						\$ 6,750

334200 Storm Utility Drainage Piping						
6" PVC	73	LF	\$	75	\$	5,480
Connect to Existing Storm Structure	1	LS	\$	1,500	\$	1,500
Section Subtotal:						\$ 6,980

334600 Sub drainage						
Cleanout	1	EA	\$	1,500	\$	1,500
6" Underdrain (pipe, aggregate, filter fabric incidental)	75	LF	\$	75	\$	5,630
Section Subtotal:						\$ 7,130

Construction Cost Subtotals: **\$ 679,300**

Contracting and General Requirements						
contracting and general requirements	1	LS		8%		\$54,300
Contracting and General Requirements Subtotals:						\$ 54,300

Escalation						
Escalation per year	2	YEAR		6%	\$	88,032
Subtotal:						\$ 88,000

Total Hard Construction Costs: **\$ 821,600**

Soft Costs						
design contingency	1	LS		5%	\$	41,100
construction contingency	1	LS		5%	\$	43,100
A/E professional fees	1	LS		10%	\$	90,600
Total Soft Costs:						\$ 174,800

Construction Cost Total: \$ 996,400



SCHUSSLER PARK INCLUSIVE PLAYGROUND

PROPOSAL # 129-174171-3

COLOR KEY	
●	BLACK
●	RED
●	YELLOW
●	GREEN
●	BLUE
●	TEAL
●	ORANGE
●	GREY
●	WHITE
●	TEAL/BLACK
●	LUMBER/BLACK



30' Deluxe Approach
MOVANT™

MOVANT™

FREEDOM SWING

INCLUSIVE ORBIT

CRUISER™

VOLUTO INCLUSIVE SWING

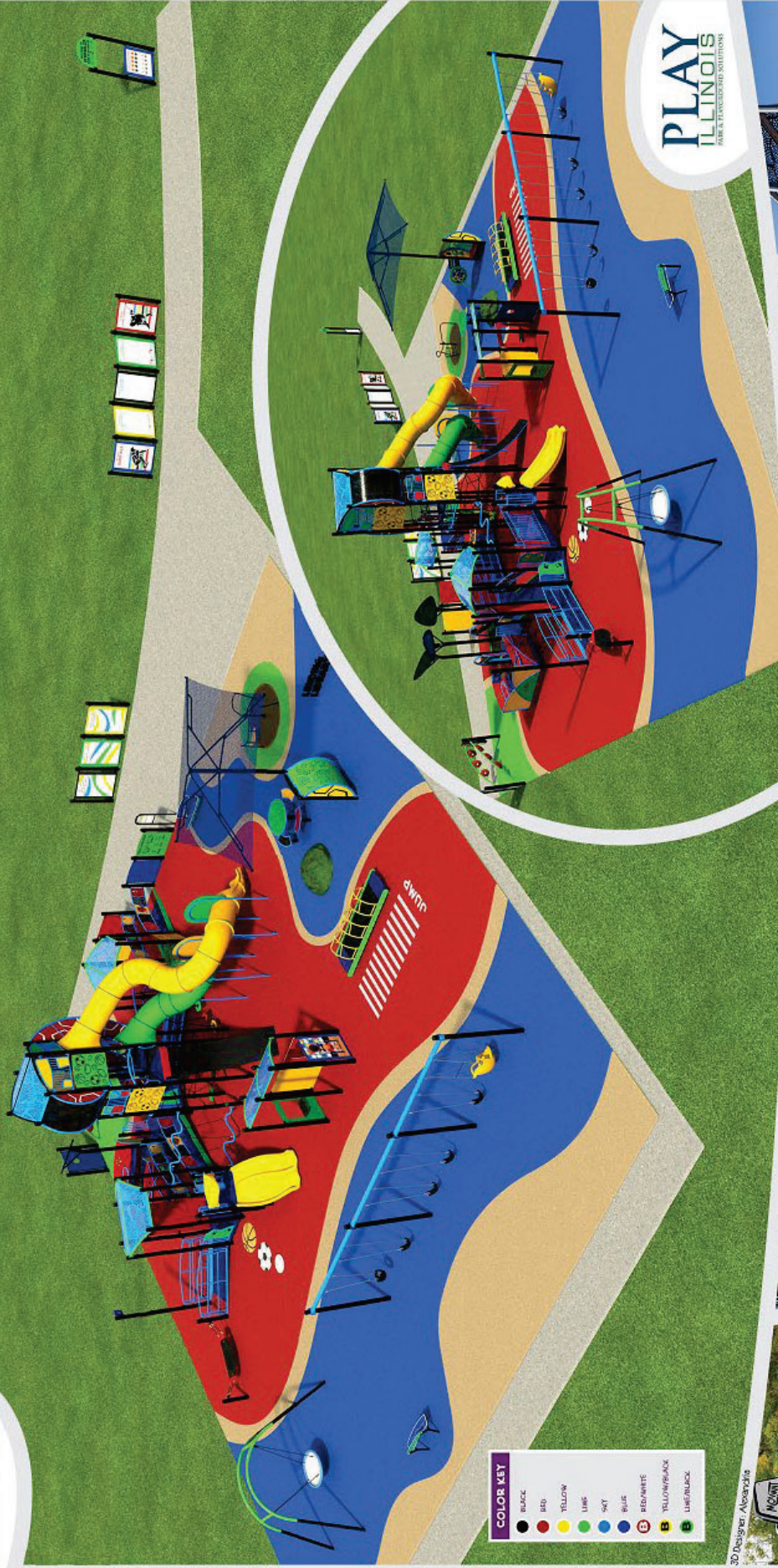
SERENITY SPOT™

INNOVA™ ROCKER

INNOVA™ ROCKER

SCHUSSLER PARK INCLUSIVE PLAYGROUND

PROPOSAL #: 129-17/171-6



COLOR KEY

●	BLACK
●	RED
●	YELLOW
●	LINE
●	SKY
●	BLUE
●	RED/WHITE
●	YELLOW/BLACK
●	LINE/BLACK

PLAY ILLINOIS
PARK & RECREATION SOLUTIONS

3D Designer: Alexandria



MOVMENT™



FREEDOM SWING



INCLUSIVE ORBIT



CRUISER™



VOLTO INCLUSIVE SWING



SERENITY SPOT™



INNOVA™ ROCKER

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number: **2023-0988**
Orig. Department: **Village Manager**
File Name: **An Ordinance Amending Title 7, Section 7-20-2 of The Village of Orland Park Municipal Code (Payment of Paid Sick Leave)**

BACKGROUND:

On March 13, 2023, Governor J.B. Pritzker signed into law Public Act 102-1143, titled the Paid Leave for All Workers Act, establishing “a minimum paid leave standard for all workers in Illinois. The Act takes effect on January 1, 2024, and applies to State and local government employers within Illinois, except school districts and park districts. The Act also applies to private sector employers who are not covered by a municipal or county ordinance that requires some form of paid leave. The mandatory paid leave standard required by the Act constitutes an unfunded mandate on the Village pursuant to the State Mandates Act, 30 ILCS 805/1.

The Village of Orland Park is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs. The Act does not expressly preempt the exercise of home rule powers under Article VII, Section 6 of the Illinois Constitution of 1970, nor does it contain specific language limiting or denying the power or function of a home rule unit pursuant to Section 7 of the Statute on Statutes, 5 ILCS 70/7.

The General Assembly incorporated language into Section 15(p) of the Act, 820 ILCS 192/15(p), which expressly provides that “[t]he provisions of this Act shall not apply to any employer that is covered by a municipal or county ordinance that is in effect on the effective date of this Act that requires employers to give any form of paid leave to their employees, including paid sick leave or paid leave. Section 15(n) of the Act further provides that “[n]othing in this Act shall be deemed to affect the validity or change the terms of bona fide collective bargaining agreements in effect on January 1, 2024. After that date, requirements of this Act may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms.

On November 20, 2023, the Board of Trustees adopted an ordinance approving paid leave provisions for Village employees. That ordinance governs and supersedes all provisions of the Act that impact the employment relationship between the Village of Orland Park and its employees.

For the benefit of all Orland Park employers other than the Village itself, an ordinance has been prepared to amend Section 7-20-2 of the Village Code to provide a uniform paid leave requirement for employers within the Village. By requiring employers to provide some form of paid leave to their employees, this ordinance is intended to satisfy the necessary requirement for rendering the Act inapplicable to employers within the Village.

The proposed ordinance requires employers within the Village to provide a minimum of five (5) days of paid leave to their Full Time Employees during a 12-month period as specified by the employer. A Full Time Employee is defined as an employee who has worked for a minimum period of one year and who is regularly scheduled to work a minimum of 1,600 hours per year. The proposed ordinance

does not hinder any employer from providing a greater amount of paid leave, or from complying with the Act if they elect to do so. Also, it does not apply to any unit of government within the corporate boundaries of Orland Park.

BUDGET IMPACT:

There is no financial impact on the Village.

REQUESTED ACTION:

I move to adopt an Ordinance entitled: AN ORDINANCE AMENDING TITLE 7, SECTION 7-20-2 OF THE VILLAGE OF ORLAND PARK MUNICIPAL CODE (PAYMENT OF PAID SICK LEAVE).

AN ORDINANCE AMENDING TITLE 7, SECTION 7-20-2 OF THE VILLAGE OF ORLAND PARK MUNICIPAL CODE (PAYMENT OF PAID SICK LEAVE)

. . B

WHEREAS, the Village of Orland Park, Illinois (the "Village") is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, pursuant to Article VII, Section 6(i) of the Illinois Constitution of 1970, home rule units may exercise and perform concurrently with the State any power or function of a home rule unit to the extent that the General Assembly by law does not specifically limit the concurrent exercise or specifically declare the State's exercise to be exclusive; and

WHEREAS, Article VII, Section 6(c) of the Illinois Constitution provides that if "a home rule county ordinance conflicts with an ordinance of a municipality, the municipal ordinance shall prevail within its jurisdiction;" and

WHEREAS, on October 5, 2016, the Cook County Board of Commissioners adopted Ordinance 16-5768, entitled "An Ordinance Establishing Earned Sick Leave For Employees In Cook County," that requires private employers in Cook County to provide a minimum number of paid sick days to employees; and

WHEREAS, the Village found that Cook County Ordinance 16-5768 placed an undue and unequal burden on employers within the Village and, in response, on June 5, 2017, pursuant to its authority under Article VII, Section 6(c) of the Illinois Constitution of 1970, adopted Ordinance No. 5193, enacting Section 7-20-2 of the Village of Orland Park Municipal Code (hereinafter, the "Village Code"), to clearly define the sick leave regulations that apply to employers located in the Village as being those set forth in State and federal law; and

WHEREAS, on March 13, 2023, Governor J.B. Pritzker signed into law Public Act 102-1143, titled the Paid Leave for All Workers Act (the "Act"), establishing "a minimum paid leave standard for all workers in Illinois," with certain exceptions; and

WHEREAS, the Act takes effect on January 1, 2024, and applies to employers within Illinois, including State and local governments, with certain limited exceptions; and

WHEREAS, the mandatory paid leave standard required by the Act constitutes an unfunded mandate on the Village pursuant to the State Mandates Act, 30 ILCS 805/1, et seq.; and

WHEREAS, the Act does not expressly preempt the exercise of home rule powers under Article VII, Section 6 of the Illinois Constitution of 1970, nor does it contain specific language limiting or denying the power or function of a home rule unit pursuant to Section 7 of the Statute on Statutes, 5 ILCS 70/7; and

WHEREAS, the General Assembly incorporated language into Section 15(p) of the Act, 820 ILCS 192/15(p), which expressly provides that “[t]he provisions of this Act shall not apply to any employer that is covered by a municipal or county ordinance that is in effect on the effective date of this Act that requires employers to give any form of paid leave to their employees, including paid sick leave or paid leave;” and

WHEREAS, Section 15(n) of the Act, 820 ILCS 192/15(n), further provides that “[n]othing in this Act shall be deemed to affect the validity or change the terms of bona fide collective bargaining agreements in effect on January 1, 2024. After that date, requirements of this Act may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms;” and

WHEREAS, the Village recognizes the importance of paid leave for workers; and

WHEREAS, it is the intent of this Ordinance, in compliance with Section 15(p) of the Act, to require employers within the Village of Orland Park, Illinois to provide a minimum of five (5) days of paid leave to their Full Time Employees, as defined herein, and to remove such employers from the application of the Paid Leave for All Workers Act; and

WHEREAS, while this Ordinance, by requiring employers to provide some form paid leave to their employees, provides the necessary requirement for rendering the Act inapplicable to Village employers, it is and at all times shall remain the responsibility of each employer to determine if they are going to provide paid leave in compliance with the Act, in addition to complying with the requirements set forth herein; and

WHEREAS, the President and Board of Trustees of the Village find that it is in the best interest of the Village and its residents, businesses and property owners, and the public’s general health, safety and welfare, to amend Section 7-20-2 of the Village Code to provide a uniform paid leave requirement for employers within the jurisdiction of the Village.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1

Recitals. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2

Amendment of Title 7, Section 7-20-2, of the Village Code. Title 7 (Business and License), Section 7-20-2, of the Village Code is hereby amended in its entirety as follows, with deletions struck through and additions underlined:

7-20-2: ~~PAYMENT OF PAID SICK-LEAVE:~~

(A) Employers within the Village shall be required to provide a minimum of five (5) days of paid leave to their Full Time Employees during a 12 month period to be specified by the employer, or such greater amount of paid leave as the employer may determine. Such paid leave may be used by employees for any reason and may be in addition to or included as part of other forms of leave offered by an employer.

(B) Employers located within the Village shall comply with all applicable Federal and/or State laws and regulations as such laws and regulations may exist from time to time with regard to paid sick-leave. Employee eligibility for paid sick-leave shall be in compliance with all applicable Federal and/or State laws and regulations as such laws and regulations may exist from time to time; provided, however, to the extent any State law provides that such law shall not apply to any employer that is covered by a municipal or county ordinance that is in effect on January 1, 2024 that requires employers to give any form of paid leave to their employees, employers within the Village shall be required to provide a minimum of five (5) days of paid leave to their Full Time Employees during a 12 month period to be specified by the employer, or such greater amount of paid leave as the employer may determine. Such paid leave may be used by employees for any reason and may be in addition to or included as part of other forms of leave offered by an employer.

(C) No additional obligations with regard to paid sick-leave of any kind imposed by any ordinance adopted by the Cook County Board of Commissioners shall apply to any employer located within the Village, the Village hereby opts out of any such ordinance(s) adopted by the Cook County Board of Commissioners, and this Chapter of Title 7 of the Village Code is declared to conflict with any such ordinance(s) adopted by the Cook County Board of Commissioners that imposes additional obligations with regard to paid sick leave.

(D) Nothing in this Ordinance shall be deemed to affect the validity or change the terms of any collective bargaining agreements in effect on January 1, 2024.

(E) Nothing in this Ordinance shall be deemed to prohibit any employer from providing leave in accordance with the Paid Leave for All Workers Act, 820 ILCS 192/1 et seq., if an employer elects to do so. Employers shall remain ultimately responsible for determining whether or not to provide paid leave, and how much paid leave to provide to their employees, as long as the minimum amount of paid leave required by this Ordinance is provided. The Village shall not be responsible for any claims based on or relating to alleged non-compliance with the Act.

(F) For the purposes of this Chapter, the term "employee" means an individual permitted to work by an employer regardless of the number of persons the employer employs, and the term "employer" means any person employing one (1) or more employees, or seeking to employ one (1) or more employees, if the person has its principal place of business within the Village or does business within the Village. Full Time Employee means an employee who has worked for a minimum period of one (1) year and who is regularly scheduled to work a minimum of 1600 hours per year.

(G) For the purposes of this Chapter, the term "employer" does not mean:

1. The government of the United States or a corporation wholly owned by the government of the United States;
2. An Indian tribe or a corporation wholly owned by an Indian tribe;
3. The government of the State or any agency or department thereof; or
4. Any unit of government. (Ord. 5193, 6-5-17)

(H) Violations; Enforcement:

Complaints of violation of this Chapter may be filed in writing with the Director of Human Resources. The Director of Human Resources shall thoroughly investigate any such complaints, and shall decide whether prosecution is warranted. Any employer who violates the provisions of this Chapter shall upon conviction be fined according to the general penalty provisions of the Village Code and the fine schedule located in Appendix B for each such offense.

SECTION 3

Severability. If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 4

Repealer. Any policy, resolution or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 5

Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number: **2023-1010**
Orig. Department: **Village Manager**
File Name: **Lateral Appointment Police Supervisors - Ordinance**

BACKGROUND:

In order to continue to maintain a safe community, it is essential the Village has a broad and well-qualified pool of candidates to serve throughout the Police Department. The proposed ordinance would amend Title 2 (Boards and Commissions) and Title 8 (Police) of the Village Code to allow for the lateral appointment of police supervisors.

Under this ordinance, the Chief of Police, with approval of the Village Manager, could assign a police officer to any of the following special assignments: Deputy Chief of Police, Commander, or Lieutenant. The pay and benefits of any appointed employees would be subject to the current agreement that covers the position they are assigned to.

BUDGET IMPACT:

REQUESTED ACTION:

I move to recommend adopting an Ordinance entitled: AN ORDINANCE AMENDING TITLE 2 (BOARDS AND COMMISSIONS), CHAPTER 4 (BOARD OF FIRE AND POLICE COMMISSIONERS), AND TITLE 8 (POLICE), CHAPTER 1 (POLICE DEPARTMENT) OF THE ORLAND PARK VILLAGE CODE REGARDING THE LATERAL APPOINTMENT OF POLICE OFFICERS IN THE POLICE DEPARTMENT OF THE VILLAGE OF ORLAND PARK.

REQUEST FOR ACTION REPORT

File Number: **2023-0908**
Orig. Department: **Public Works Department**
File Name: **Fleet Management Software - Purchase**

BACKGROUND:

The Vehicles and Equipment Division (V&E) at Public Works maintains four hundred five (405) vehicles and equipment that require preventative maintenance. Currently, V&E uses Computerized Fleet Analysis (CFA) software to track vehicle and equipment meters to schedule preventative maintenance. Meter readings for equipment that do not fuel at the fuel island and do not have a fuel tag require manual meter entries.

The CFA software is antiquated and does not have the features and capabilities that newer, cloud-based software has. The older software relies on monthly manual meter entries, and requires the users to run a preventative maintenance report after the meters have been updated from the fuel data import, which is also performed manually.

Three (3) fleet maintenance management programs were assessed to replace the current software. The fleet asset management module from Tyler, Dossier Systems, and Fleetio were assessed and demoed. A detailed demonstration was also completed with the Village's Information Technology, Public Works, and Village Manager's Office leadership.

The Village has invested in the Samsara AVL systems, and they have been installed in all of the Public Works vehicles. Fleetio integrates with Samsara and does automatic, real-time meter updates ensuring accurate meter readings. Along with meter updates, Fleetio shows the GPS location of the vehicle and will notify technicians and create a work order if an engine fault occurs. Fleetio will also provide VIN decoding and vehicle recall alerts through the integration with the NHTSA recall notice system.

Fleetio, a GSA contract holder, is cloud-based software with a mobile application and desktop access for an unlimited number of users. With unlimited users, all Village employees that operate a vehicle or equipment, based on defined user roles, will have access to the digital inspection forms and the customizable accident reporting form.

Pre-Trip Vehicle and Equipment inspections are required. Currently, the Village uses different inspection recording methods for vehicles and equipment that do not have Samsara. Fleetio will centralize all of the inspection reporting with the ability to create custom inspection forms for each class of vehicle or equipment. Preventative Maintenance check lists can also be created and set to mandatory completion when opening a repair order. Repair order entry for the technicians can be done on the mobile application or on a computer kiosk in the shop.

Members of the Technology Commission reviewed the software at the December 13, 2023, Technology Commission, and approved moving forward with the proposal from Rarestep, Inc d/b/a Fleetio.

Staff is requesting approval of the proposal from Rarestep, Inc d/b/a Fleetio for fleet management software. There is a one-time \$999.00 set up fee, and an annual subscription fee of \$27,987.00.

BUDGET IMPACT:

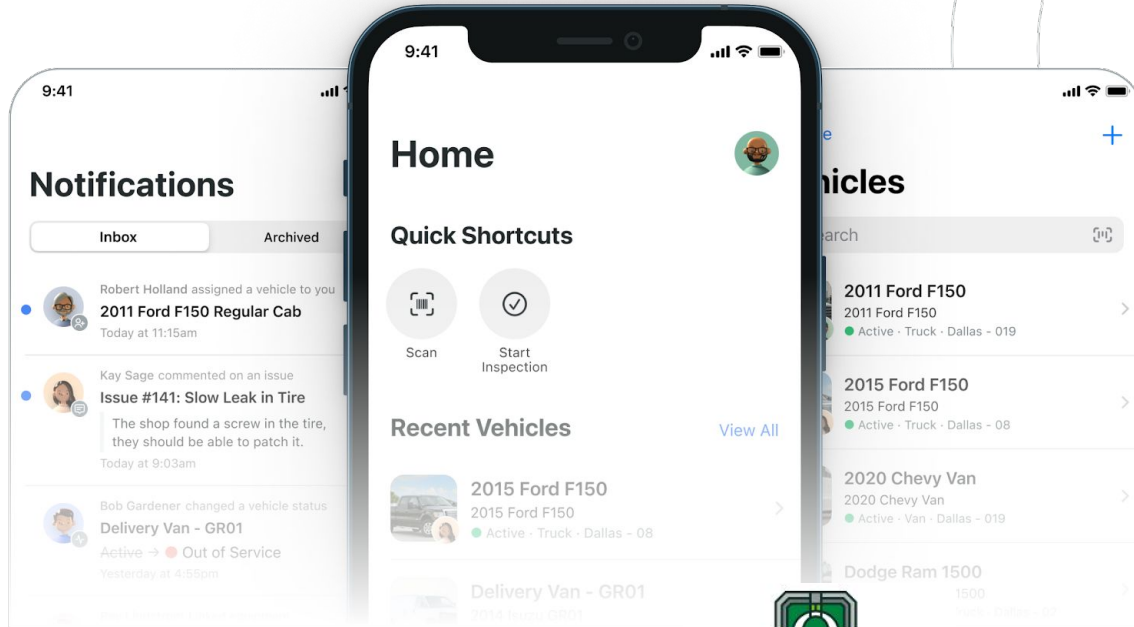
Funds for the fleet maintenance management software are available in 1008040-442850.

REQUESTED ACTION:

I move to accept the proposal from Rarestep, Inc d/b/a Fleetio for a three (3) year term of Fleetio Enterprise 500 annual fleet management software subscription for an amount not to exceed \$28,986.00 for FY2024, \$27,987.00 for FY 2025, and \$27,987.00 for FY 2026;

AND

Authorize the Village Manager to execute all related contracts, subject to the Village Attorney review.



Overview for ORLAND PARK

AE Dan Cappe - 9/29/23

Government Partners



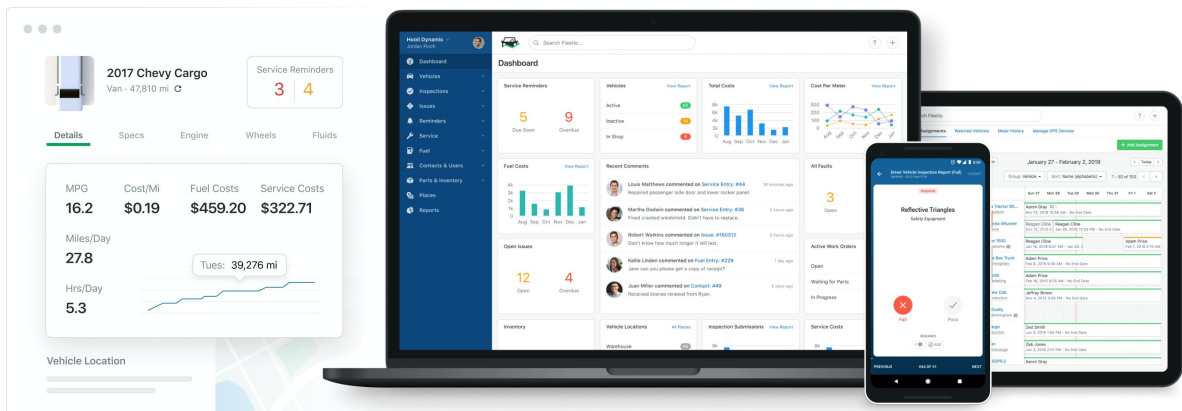
THE VILLAGE OF
OAK LAWN



Deerfield Park District



Features



Track Vehicle & Equipment Details

- [Asset Management](#)
- [Fuel Management](#)
- [VIN Decoding](#)
- [Vehicle Assignments](#)
- [Vehicle Location History](#)
- [Fleet Operation Reports](#)
- [Total Cost of Ownership](#)
- [Fleet Dashboards](#)
- [Vehicle Lifecycle Management](#)

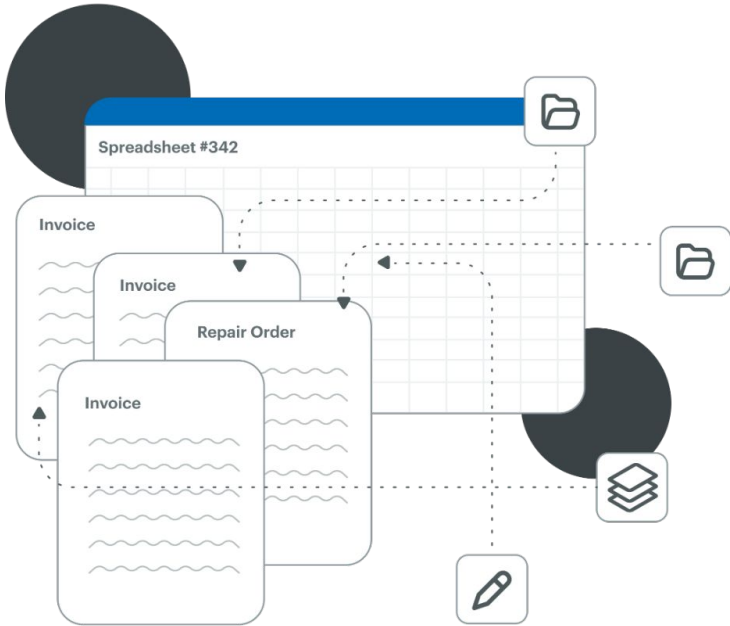
Automate Maintenance Handling & Resolution

- [PM Scheduling](#)
- [Inspections](#)
- [Recall Alerts](#)
- [Issue Management](#)
- [Maintenance Vendor Network](#)
- [Work Orders](#)
- [Parts and Inventory](#)
- [Purchase Orders](#)
- [Service History](#)

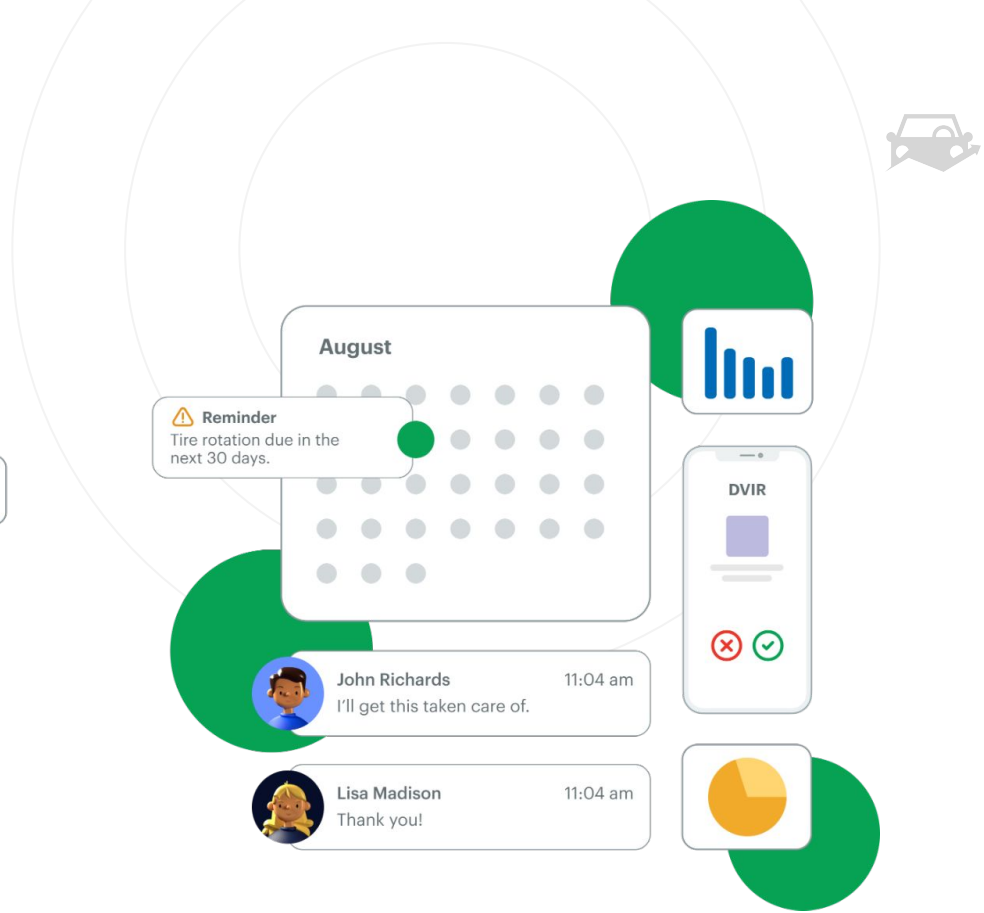
Integrate Systems & Improve Collaboration

- [Telematics Integration](#)
- [Fuel Card Integration](#)
- [Contact Management](#)
- [Roles & Permissions](#)
- [Mobile App](#)
- [Developer API](#)
- [Notifications](#)

Who is Fleetio?

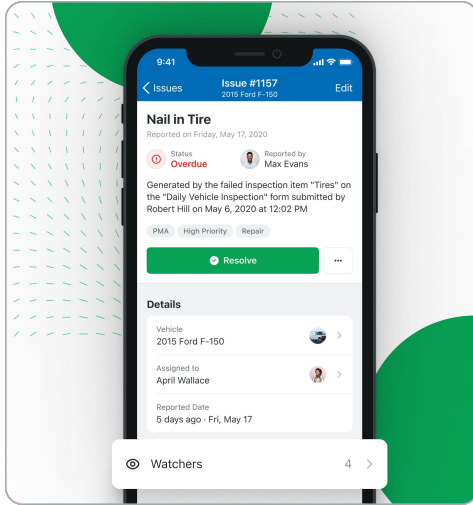


The Old Way

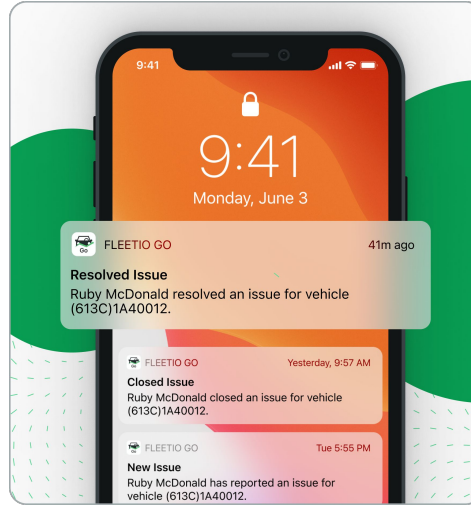


The Fleetio Way

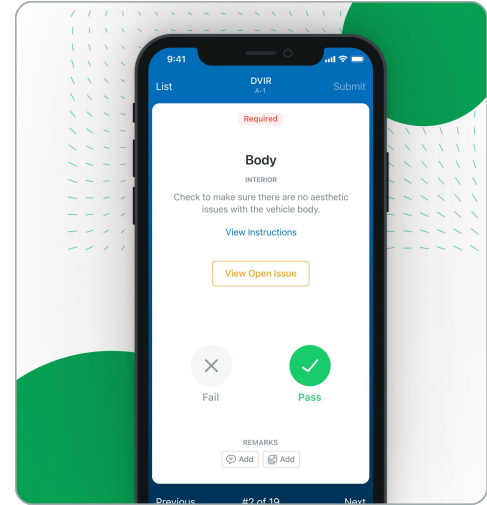
Say Goodbye to Paper



Eliminate Paperwork

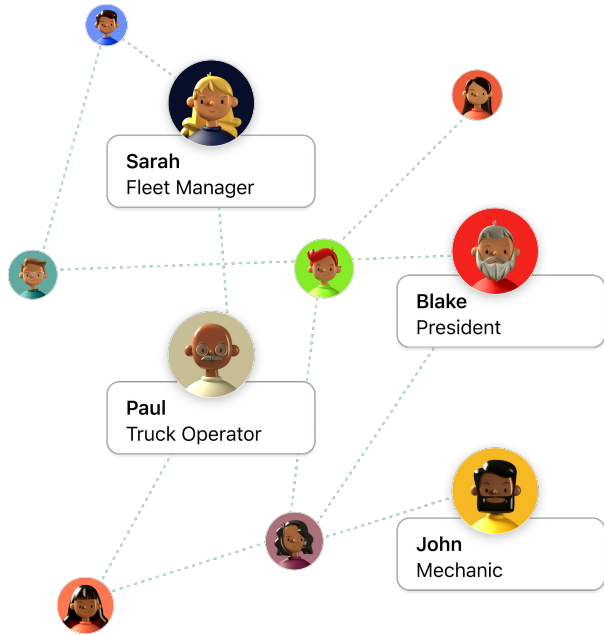


**Resolve Issues
Immediately**



Stay Compliant

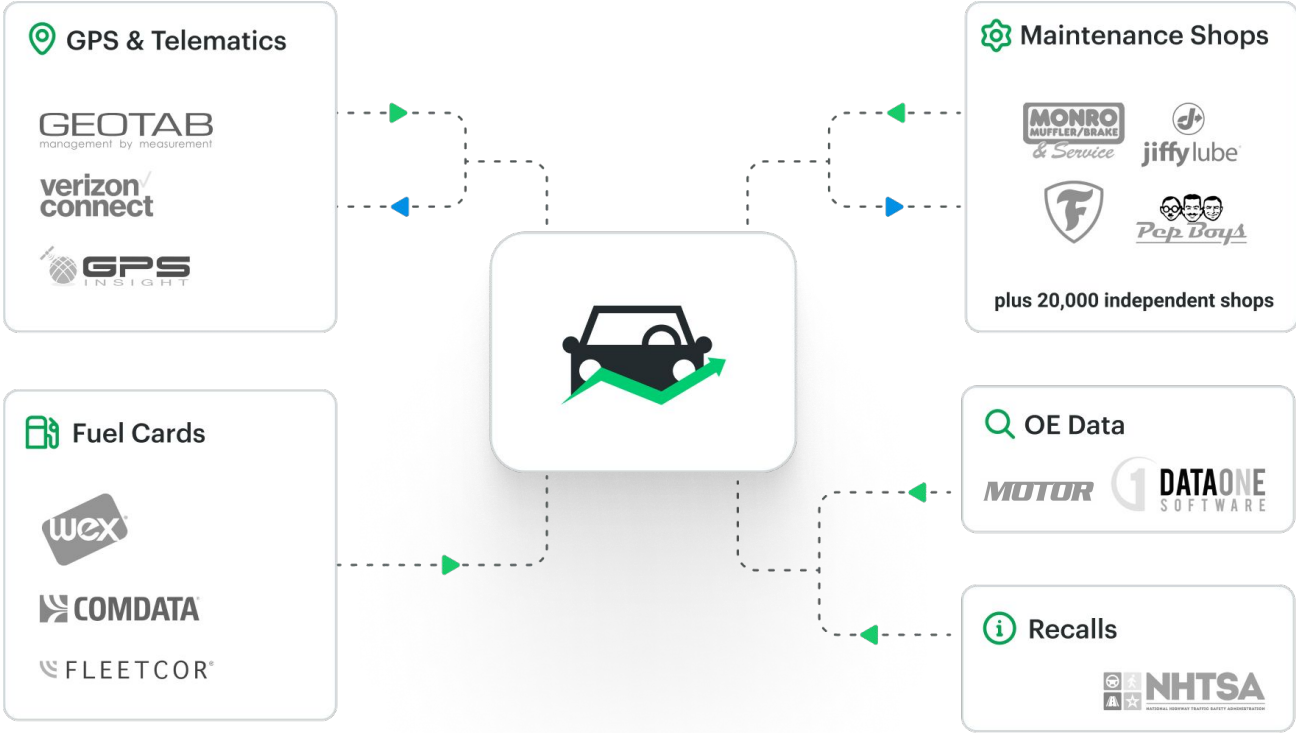
Collaboration



Notifications 4 new Mark All as Read

- Adam Dutton changed a vehicle status
Tesla Cybertruck Texas EVs
Pre-Ordered → Active Now
- James Matthews assigned a vehicle to you
Tesla Cybertruck Texas EVs 2m
- Ruby McDonald commented on a vehicle
Tesla Cybertruck Texas EVs 15m
Wow! What a cool truck. I can't wait to get my hands behind the wheel! It has bulletproof and bomb-proof glass, right? That's so... See more
- Diamond Wellington commented on a part
Anco Aerovantage 21 San Diego 59m
@adam I don't think we have these in stock
- Ben Cerveza added a new work order
Work Order #229 T-4464 1h
Unwatch Work Order
- Monica Xiao added a new expense entry
Loan Payment - Jul 4, 2020 T-4464 4h
\$300.00 (The total may be different, waiting for the loan statement)

Automation





samsara



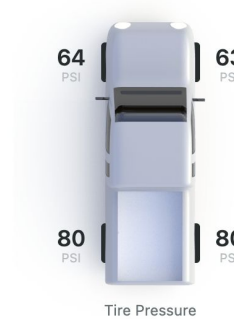
Fleetio



- Odometer (miles and hours)
- DTC Fault Codes (real time alerts)
- Fuel Location Alerts
- Asset Location
- eDVIR
- Many more telematics sensor readings

Telematics Sensor Readings (BETA)

[View All](#)



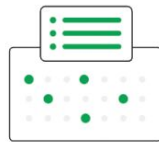
Sensor values updated 2 hours ago



DVIR Workflow



Driver inspects vehicle and records findings in mobile app or web browser.



Results appear in Fleetio and the fleet manager schedules repairs.



Vehicle repairs are completed and recorded against the original inspections report.



The driver confirms the issue is resolved in their next inspection.

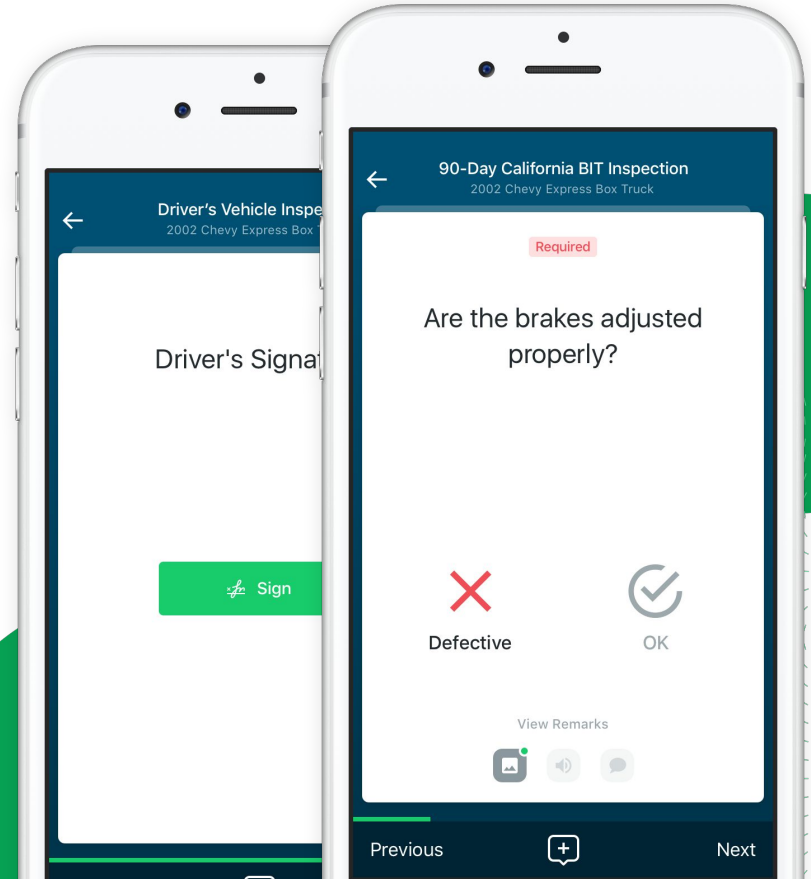


The vehicle is road-ready with a fully compliant inspections report.

Electronic Vehicle Inspections



1. Administrators create custom inspection forms
2. Drivers complete inspections using a mobile device
3. Failures are instantly reported along with photos & comments
4. Issues are addressed immediately and fleet operations are safer and more productive



Accident Reporting

Document Accidents consistently and get notified immediately

← Inspection History

Submission #20267646

... Print

Inspection Details

Vehicle



Inspection Form

Accident Report

Started

Fri, May 26, 2023 9:54am

Submitted

Fri, May 26, 2023 9:56am

Duration

1m 35s

Submission Source

Fleetio Go

Submitted By



At least 80% of the inspection items were completed in the exact same GPS position.

Inspection Items

▶ Accident photo



Time Accident Occurred

2023-05-26 10:54 AM

Accident Details

T-boned

Please describe the accident and attach pictures of the vehicle

Location

York road

Where did the accident occur?

Driver Information

John smith

Police Report Number if available

1234

▶ Vehicle Condition

✗ Not safe to operate

Acknowledge

Create Issue

Is the vehicle safe to operate?

Driver's Signature



Parts & Inventory



Reports / Parts Activity Report Export CSV ▾

Created at ▾	Previous Quantity	Adjustment Quantity	New Quantity
06/22/2021 2:24 PM	22	1	23
06/21/2021 7:19 AM	22	0	22
06/20/2021 4:21 PM	18	2	20
06/20/2021 6:25 AM	0	6	6
06/19/2021 5:55 PM	0	10	10
06/19/2021 11:34 AM	25	8	33
06/17/2021 3:53 PM	17	3	20
06/17/2021 9:24 AM	22	1	23

Avoid stockouts with low inventory alerts

Always know how much you have in stock, track how much you've used, and receive notifications when it's time to reorder, well before the last second.

Reduce unnecessary costs through rightsizing

Rightsize your inventory with clear cost insights and actionable data, as well as record order history and compare vendor prices, so that you're never spending more than is necessary on parts.

Increase efficiency and optimize space

Integrate digital tracking to know exactly where all of your inventory is – down to the aisle, row and bin – and stay organized to streamline maintenance workflows and manage bulk operations.



Centralized Inventory
Management



Barcode/RFID
Capability



Real-time Inventory
Tracking



Parts Reordering
Automation



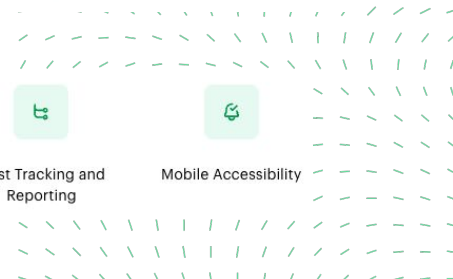
Vendor Management



Cost Tracking and
Reporting



Mobile Accessibility



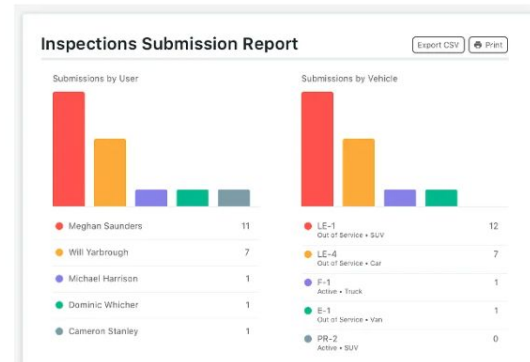
Reporting



View operational costs in real-time

View operating cost data for your assets to help optimize allocation and financial forecasting. Fleetio makes it easy to see the overhead it takes to keep specific vehicles, groups or your entire fleet on the road.

- Vehicle operating costs (fuel and service)
- Total fleet operating cost by month
- Cost per mile (km or hour) trends



Usage Report

MIN VALUE	MIN DATE	MAX VALUE	MAX DATE	USAGE	AVG/DAY
56,527 mi	08/26/2017	149,204 mi	10/28/17	92,877 mi	
25,001 mi	01/22/2017	115,926 mi	10/29/17	90,925 mi	89.9 mi
35,413 mi	01/26/2017	125,735 mi	10/31/17	90,322 mi	
81,582 mi	08/26/2017	170,094 mi	10/31/17	88,703 mi	76.2 mi
9,919 mi	08/26/2017	97,622 mi	11/01/17	87,703 mi	75.2 mi
46,183 mi	08/26/2017	133,395 mi	11/01/17	87,211 mi	75.1 mi

Track how your vehicles and equipment are being used

Keep tabs on utilization for each and every vehicle so you can adjust on the fly and make the most of your vehicles and equipment.

- Average mileage per day (utilization) by vehicle or group
- Vehicle assignment history across operators and vehicles
- History of status changes (in-shop, out-of-service, etc.)
- Audit trail of changes to all asset records (service, parts, issues, etc.)

Ensure your fleet is safe and compliant

Find out who's completing required inspections, ensure in-service vehicles are being inspected regularly and spot common defects across your fleet.

- All inspections completed and by whom
- View all reported defects, identify trends

Equipment Management



- Centralize all fleets assets
- Improve tracking & accountability of equipment
- Maintain control of your equipment from anywhere

The screenshot displays the Hoofi Dynamic Equipment Management interface. The left sidebar shows navigation options: Dashboard, Vehicles, Equipment (marked as NEW), Inspections, Issues, Reminders, Service, Fuel, Contacts & Users, Parts & Inventory, Places, Reports, and Integrations. The main content area shows the details for a piece of equipment named 'MAG-02'. The 'Details' section includes fields for Name (MAG-02), Type (Blower), Serial Number (85203892195566), Year (2018), Brand / Make (Stihl), Model, Ownership (Owned), and Warranty Type (Extended). The 'Check In / Out' section shows the equipment is currently 'Unassigned' with 'Check Out' and 'Check Out To...' buttons. Below this is a 'History' table listing users and their check-in/out dates. The 'Last Known Location' section shows a map of the area around Ruid Hills, with a location pin and a 'Map' button.

Name	Status
MAG-02	Unassigned

User	Action	Date
Kim Gordon	Checked in	5 hr
Kim Gordon	Checked out	Yesterday
Mark McMahon	Checked in	Sep 5
Mark McMahon	Checked out	Sep 2
Penelope Smith	Checked in	Aug 30



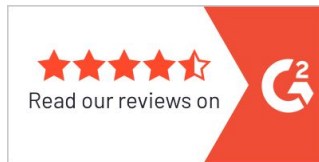
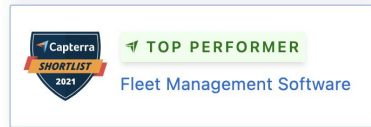
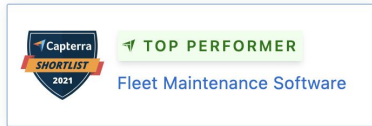
Fleetio

Ensuring Your Success



Rated 4.8/5 Stars on Capterra

(based on 100s of reviews)



Customer Support Team



Regular Training Webinars



Fleetio Help Center



Quality Support via Email, Phone, Chat



Online Customer Community

Customers By Industry





Rarestep, Inc., dba Fleetio

Software Subscription Agreement

Customer Information

Customer: Village of Orland Park, Illinois Contact: afolkerts@orlandpark.org
Account ID: Billing Email: afolkerts@orlandpark.org
Account Executive: Dan Cappe Billing Address: 14700 South Ravinia Avenue, Orland Park, Illinois 60462, United States

Order Information

Sign By Date: December 15, 2023 Initial Term: 36
Subscription Start Date: January 2, 2024 Reference: 0065G00000vJP5yQAG

Subscriptions

Product	List Price	Minimum Quantity	Discount	Per Payment Amount	Payment Frequency
Enterprise 500 Annual Subscription	\$29,460.00	1	5%	\$27,987.00	Annual
Onboarding Services: 250-500 Vehicles	\$999.00	1	%	\$999.00	One Time

Any discount listed in the table above shall be applicable only to the Initial Term. Thereafter, such discount(s) shall revert to zero for any renewal terms.

Fleetio is required to charge sales tax on your order pursuant to certain state and local tax laws where it is registered to collect tax. Any applicable tax charges will appear separately on your invoice.

Payments

Upon execution of this Software Subscription Agreement and for each Renewal Term, if applicable, Customer shall pay the fees as described above. All monetary amounts are in United States dollars unless otherwise expressly stated.

Credit card or bank account (ACH) must be added to automatically process payments. Instructions will be sent upon agreement completion.

Payment is due in full within 30 Days days of receipt for all invoices not paid via automatic draft as specified below.

Product	Payment Type
Enterprise 500 Annual Subscription	Remittance
Onboarding Services: 250-500 Vehicles	Remittance

Tax Exemption Information

Tax Exempt Customer: Yes

You must provide us with valid documentation, which we shall keep on file, before we can remove sales taxes from your invoice.

Fleetio partners with Avalara to validate sales tax exemption certificates. It will take Avalara 3-7 business days to validate a certificate. Once Fleetio has valid proof of exemption as permitted by applicable law, you will receive a confirmation email and will not be charged sales tax for as long as your certificate is valid. If there are any issues with the certificate, or if more information is needed, you will receive an email with detailed instructions on next steps. Please wait until the validation process is complete to enter your payment information to avoid being charged sales tax.

If no tax exemption certificate is presented, your order will be taxed using the applicable tax rate for your address. Your invoice will reflect the total taxes in effect at the time of invoicing and may differ from any estimated taxes listed in this contract or other communication.

Onboarding Services

All onboarding services must be used within the 90-day period following the Subscription Start Date. Customer and Fleetio agree to begin onboarding services within 30 days of the Subscription Start.

Subscription Terms and Conditions

The parties agree to be legally bound by the GSA Terms of Service found at <https://www.fleetio.com/terms/gsa> ("GSA Terms") and this Software Subscription Agreement. In the case of any conflict among the preceding documents, the GSA Terms shall govern. The GSA Terms and this Software Subscription Agreement constitute the entire agreement between the parties for the services above and cannot be modified (including by any purchase order not explicitly referenced and incorporated herein) without the prior written consent of both parties. **THERE SHALL BE NO FORCE OR EFFECT TO ANY DIFFERENT TERMS OF ANY RELATED PURCHASE ORDER OR SIMILAR FORM EVEN IF SIGNED BY THE PARTIES AFTER THE DATE HEREOF.**

Rarestep, Inc., dba Fleetio Village of Orland Park, Illinois

Signature Title Signature Title

Name Date Name Date

Fleetio Support

Schedule: Fleetio Support Services

During the Term of this Software Subscription Agreement, Fleetio shall provide assistance to Customer via email, telephone, and online chat during normal Fleetio business hours as set forth on Fleetio’s website (<https://www.fleetio.com/contact>). Further, Customer shall have access to support documentation via Fleetio products at any time.

Fleetio shall use reasonable commercial efforts to correct, at no additional charge, any reproducible errors reported by Customer within the timeframes described in the table below:

Category	Severity	Definition	Acknowledgement SLA	Resolution SLA
Critical Production Incidents	P1	Service Down/Unusable: An essential customer business service is critically impacted and there is no workaround available.	Within 1 business hour of the incident being logged by Customer via the Fleetio support portal. Status updates may also be available at status.fleetio.com .	ASAP.
Non-Critical Production Incidents	P2	Service Severely Impaired: An essential business service is impacted.	Within 8 business hours of the incident being logged by Customer via the Fleetio support portal.	Will be scheduled ASAP to be addressed as the product development schedule permits.

Non-Critical Production Incidents	All other Requests	Service Usable: There is very little to no impact to the business. There may or may not be a workaround available. May reflect an area or possible service enhancement	Within 3 business days of the incident being logged by Customer via the Fleetio support portal.	Will be scheduled when there are enough similar cases accumulated to be addressed in an update.
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Fleetio shall review all requests for improvements and new functionality, but Fleetio shall have no obligation to provide any modifications to the Services.

Fleetio reserves the right, from time to time, to make modifications to support services (or particular components thereof), provided that such modifications do not materially reduce the support services in effect as of the Effective Date of this Agreement. Fleetio shall notify Customer of any such changes to support services.

Amendments

Sales Tax Exemption:

Licensee has indicated to Fleetio that it is exempt from sales taxes. To enable Fleetio to lawfully remove any otherwise applicable sales tax from charges to the Licensee, Licensee agrees to provide Fleetio with valid tax exemption certificates throughout the term of this Agreement.

Fleetio Account ID Added By:

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number: **2023-0519**
Orig. Department: **Development Services Department**
File Name: **Bank of America Subdivision (Lakeview Plaza) -15854 LaGrange Road**

BACKGROUND:

TITLE AND SUMMARY

Project: 2023-0519 Bank of America Subdivision
Petitioner: Lakeview Plaza (Orland), LLC
Project Representative: George Weems, Ice Miller LLP
Purpose: The petitioner is seeking approval to subdivide the Bank of America site from Lake View Plaza shopping center.
Address: 15854 LaGrange Road
P.I.N.: 27-16-403-011-0000
Parcel Size: 36.64 acres

BACKGROUND

Lake View Plaza, located at the intersection of 159th Street and LaGrange Road stands as one of Orland Park’s most significant retail centers. This shopping center, established in 1986, holds about 43 stores, covering 360,000 square feet of retail space, and provides ample parking with 2,852 parking spaces. Formerly known as LaSalle Bank, Bank of America now occupies the bank building at the corner of 158th Place and LaGrange Road within this retail center.

PLAT OF SUBDIVISION

The Applicant seeks approval for a subdivision of the Lake View Plaza and Bank of America parcels, namely Lot 1 and Lot 2. All building setbacks are compliant with the new boundaries of each new lot. There are no changes to the land uses on the site. Minor landscaping enhancements will be approved administratively through the Appearance Review process separate from this case.

PLAN COMMISSION DISCUSSION

Present at the Plan Commission on November 7, 2023 were 6 commissioners, Village staff, and the petitioner. The Plan Commission had no comments regarding this case and were supportive of the project. The Plan Commission recommended approval with 6 ayes and 1 absent.

PLAN COMMISSION RECOMMENDED MOTION

Regarding Case Number 2023-0519, also known as Bank of America Subdivision, I move to approve the Staff Recommended Action as presented in the Staff Report to the Plan Commission for this case.

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Plat of Subdivision titled "Bank of America Subdivision", prepared by Xcel Consultants, dated August 9, 2023;

AND

Authorize staff to execute and record the plat.

MAYOR

Keith Pekau

VILLAGE CLERK

Patrick R. O’Sullivan

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
orlandpark.org



**ORLAND
PARK**

DEVELOPMENT SERVICES

TRUSTEES

William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Sean Kampas
Brian J. Riordan
Joni J. Radaszewski

Staff Report to the Board of Trustees

Prepared: 11/13/2023

PROJECT SUMMARY

Project: Bank of America Subdivision

Address: 15854 LaGrange Road

P.I.N.: 27-16-403-011-0000

Purpose: The petitioner is seeking approval of a Plat of Subdivision.

Petitioner: Lakeview Plaza (Orland), LLC

Contact: George Weems, Ice Miller LLP

Parcel Size: 36.64 acres

BACKGROUND

Lake View Plaza, located at the intersection of 159th Street and LaGrange Road stands as one of Orland Park’s most significant retail centers. This shopping center, established in 1986, holds about 43 stores, covering 360,000 square feet of retail space, and provides ample parking with 2,852 parking spaces. Formerly known as LaSalle Bank, Bank of America now occupies the bank building at the corner of 158th Place and LaGrange Road within this retail center.

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PLAN COMMISSION DISCUSSION

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PLAN COMMISSION RECOMMENDED MOTION

Regarding Case Number 2023-0519, also known as Bank of America Subdivision, I move to approve the Staff Recommended Action as presented in the Staff Report to the Plan Commission for this case.

BOARD OF TRUSTEES RECOMMENDED MOTION

I move to approve the Plat of Subdivision titled “Bank of America Subdivision”, prepared by Xcel Consultants, dated August 9, 2023, and I authorize staff to execute and record the plat.

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number: **2023-0985**
Orig. Department: **Development Services Department**
File Name: **Foreclosed Property Registration - Deckard Technologies**

BACKGROUND:

During the last recession, the Village experienced heightened levels of residential and commercial foreclosure. This was also true for the entire country. There were so many foreclosed properties across the country that, oftentimes, the banks and property management companies responsible for maintaining these properties had a difficult time keeping properties in compliance with applicable property maintenance codes and ordinances. This creates a substantial nuisance for surrounding residents and can lead to reduction in property values.

Part of the challenge for enforcing these codes on foreclosed properties is getting in contact with the appropriate person to make sure the property is maintained. The Village previously contracted with Property Registration Champions (ProChamps) to provide this service to the Village. Since that time ProChamps has gone out of business. The Village still believes this is a valuable service. As such, they have researched Deckard Technologies. Deckard provides a very similar service to ProChamps. The item before the Village Board is consideration of an agreement that would continue the foreclosed property registration program for the Village.

The registration would be managed by Deckard Technologies. The ordinance requires that owners of foreclosed properties, or their designee, to register the property with Deckard at a cost of \$300 on a bi-annual basis. The Village would receive \$200 and Deckard would receive \$100 for each registration. Deckard Technologies will provide a property registration website that banks and property management companies can utilize.

After the foreclosures are identified and registered, Village Code Enforcement Staff will actively monitor these buildings to ensure they are being properly maintained. If there are violations that exist, this registry provides up to date and reliable contact information so that any issues can be quickly remediated.

In addition to assisting with the registration of new foreclosed properties, Deckard will also provide addresses for all short term rentals in the Village. The use of residential properties as a short-term rental is considered overnight accommodation, and is therefore regulated. These properties are often difficult to identify because services like AirBnB do not provide the address of a location until you book the stay. Deckard will make this information available to the Village so appropriate code enforcement action can be taken.

The foreclosed property registration is revenue positive for the Village, as there is no set up cost and the Village will collect 2/3 of the registration fee on a bi-annual basis. This revenue is then used to offset the costs of providing property maintenance inspections. As a result of the registration, the Village will have reliable contact information for all of these properties that could be shared with any other Village Department as well.

BUDGET IMPACT:

REQUESTED ACTION:

I move to adopt a Resolution entitled: A RESOLUTION APPROVING AN AGREEMENT WITH DECKARD TECHNOLOGIES REGARDING REGISTRATION OF FORECLOSING MORTGAGED PROPERTY;

AND

Authorize the Village Manager to execute an agreement with Deckard Technologies, subject to Village attorney review.

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned _____ Thomas Hemmings _____,

as _____ CFO _____

and on behalf of _____ Deckard Technologies, Inc _____, certifies that:

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes [] No [] Federal

Employer I.D.#: _____ 83-0532773 _____

The form of business organization of the Proposer is (*check one*):

- ___ Sole Proprietor
- ___ Independent Contractor (*Individual*)
- ___ Partnership
- ___ LLC
- Corporation _____ Delaware _____ 5/8/2018
(Date of Incorporation)

2) STATUS OF OWNERSHIP

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

- Minority-Owned [] Small Business [] ([SBA standards](#))
- Women-Owned [] Prefer not to disclose []
- Veteran-Owned [] Not Applicable [x]
- Disabled-Owned []

How are you certifying? Certificates Attached [] Self-Certifying []

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

- Minority-Owned [] Small Business [] ([SBA standards](#))
- Women-Owned [] Prefer not to disclose []
- Veteran-Owned [] Not Applicable [x]
- Disabled-Owned []

3) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

4) SEXUAL HARRASSMENT POLICY: Yes No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for

compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) **TAX CERTIFICATION:** Yes [x] No []

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

7) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

DocuSigned by:
Thomas Hemmings
04F742E8F9F84B6...

Signature of Authorized Officer

Thomas Hemmings

Name of Authorized Officer

Chief Financial officer

Title

10/11/2023

Date

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (the "Agreement") is made and entered into as of _____ (the "Effective Date") by and between Deckard Technologies, Inc., a Delaware corporation ("Deckard"), having its principal offices located at 1620 5th Avenue, Suite 400, San Diego, CA 92101 and the Village of Orland Park, IL("Client"), having its principal offices at 14700 S. Ravinia Ave. Orland Park, IL 60462.

RECITALS

WHEREAS, Deckard provides advanced data analytics and technology solutions for real estate through its proprietary Rentalscape platform (the "Platform");

WHEREAS, Client desires to engage Deckard to perform the services described in SOWs attached to this Agreement in accordance with the terms and conditions hereof;

NOW THEREFORE, the parties hereby agree as follows:

1. Statements of Work.

1.1. Client hereby retains Deckard and Deckard hereby agrees to use the Platform to perform certain data analytics services (the "Services"), which shall be specified in writing in statement(s) of work executed by the parties hereto (each an "SOW"). The SOW for the initial Services to be performed by Deckard is attached hereto as **Exhibit A**. Each subsequent SOW shall be signed by both parties and shall set forth, upon terms mutually agreeable to the parties, the specific Services to be performed by Deckard, the timeline and schedule for the performance of such Services and the compensation to be paid by Client to Deckard for the provision of such Services, as well as any other relevant terms and conditions. If an SOW includes the development of specific work product, the specifications of such work product shall be set forth on the relevant SOW. The parties shall attach a copy of each Statement of Work to this Agreement and each such SOW shall be incorporated herein by reference. Any changes to an SOW shall be in writing, executed by each party (each a "Change Order"), attached to the original SOW and incorporated therein and attached hereto as part of **Exhibit A**. All such executed SOWs and Change Orders are subject to the terms and conditions of this Agreement, are incorporated herein, and made a part hereof. In the event of any conflict between the terms of this Agreement and any SOW or Change Order the terms of this Agreement shall control.

1.2. Deckard agrees to apply Deckard's best efforts to the performance of Services under this Agreement competently and professionally, and will deliver the work product as set forth in the applicable SOW. Deckard shall devote such time and attention to the performance of Deckard's duties under this Agreement, as shall reasonably be required by Client, or as customary in the software industry.

2. Performance of Services. In carrying out the Services, Deckard shall fully comply with any and all applicable codes, laws and regulations and, if applicable, the rules of the site at which the Services are performed. Deckard shall provide a project manager who shall oversee the day-to-day performance of the Services and ensure the orderly performance of the Services consistent with each SOW and this Agreement. Deckard's project manager shall reasonably cooperate with Client's project manager and keep him or her informed of the work progress.

3. Fees.

3.1. Payments due in accordance with the Illinois Local Government Prompt Payment Act. Client shall reimburse Deckard for actual and reasonable expenses incurred in performing the Services that are set forth in an SOW or otherwise approved in advance by Client, including meals, incidental expenses and reasonable travel costs incurred for travel in such amounts as authorized by the Federal or specified State or local travel regulations. Original receipts must be presented with any invoice for such costs and/or expenses and Deckard shall attest that the costs and/or expenses are actual and allocated to the Services.

3.2. Deckard agrees to use commercially reasonable efforts to ensure that invoices comply with the form, timeliness and any supporting certification requirements that are provided to Deckard by Client in writing from time to time during the Term. Payments due in accordance with the Illinois Local Government Prompt Payment Act

3.3. Client agrees that custom development requests outside of the scope of work may incur a fee of \$250 hourly rate at a minimum of 2 hours of labor. Client agrees that custom requests may or may not be released on the original agreed upon release date.

4. Taxes. Deckard acknowledges that as an independent contractor, Deckard may be required by law to make payments against estimated income or other taxes due federal, state and other governments. Deckard agrees to bear any and all expenses, including legal and professional fees, increased taxes, penalties and interest that Deckard or Client may incur as a result of any attempt to challenge or invalidate Deckard's status as an independent contractor, and Deckard agrees to defend, and hold Client harmless from any liability thereon.

5. Term and Termination.

5.1. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in force and effect for a period of one year; the Term shall be automatically renewed thereafter for additional periods of one year each, up to 5 renewable terms, unless terminated by either party by giving written notice of termination to the other party not less than 60 days before the end of the then-current period. Termination shall have no effect on Client's obligation to pay the applicable labor rate with respect to Services rendered prior to the effective date of termination.

5.2. **Termination.** This Agreement shall be terminated as follows:

5.2.1. By either party by giving the other party 60 days prior written notice; provided that, such termination shall not be effective until each and every SOW then outstanding shall have been fully performed in accordance with the terms and conditions of the SOW.

5.2.2. Upon the entering into or filing by or against either party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other party, an assignment for the benefit of its creditors, or the dissolution, liquidation, or insolvency of the other party.

5.2.3. Client may terminate this Agreement or any SOW if Deckard materially breaches this Agreement or the applicable SOW and fails to cure such breach to Client's reasonable satisfaction within 30 days of Deckard receipt of written notice thereof.

5.3. **Continuation.** This Agreement shall continue in full force and effect following the termination of any SOW, unless otherwise agreed by the parties.

5.4. **Post Termination Obligations.** Upon the expiration or termination of this Agreement or any SOW for any reason, Deckard shall: **(i)** carry out an orderly winding down of the affected work; **(ii)** deliver to Client the applicable work/deliverables not previously delivered in its then current form and any documents or other information in whatever manner related thereto, **(iii)** return any property of the Client then in Deckard's possession; and **(iv)** submit a final invoice to Client for any Services performed prior to the date of such termination and as otherwise permitted by this Agreement. Client shall pay Deckard those amounts due for Services performed up to the date of termination.

6. **Cooperation.** Deckard expressly agrees that it shall reasonably cooperate with and assist Client in: **(a)** responding to any inquiry or claim by or from any Federal, State or local government agency regarding the performance of this Agreement; and/or **(b)** exercising any rights that Client may have to pursue any remedies available to it under any applicable Federal, State or local law or regulation.

7. **Deckard Personnel.** Deckard shall perform all Services in a professional and workmanlike manner by individuals qualified to perform the Services. Deckard may, at its discretion, subcontract with other companies or individuals to carry out some part of the Services, provided that Deckard shall remain responsible for the oversight of all work performed.

8. **Relationship of the Parties.** Deckard is, and at all times during the term of this Agreement shall be, an independent contractor of Client. Deckard shall not represent to any Client customer or other person or entity that it has any right, power or authority to create any contract or obligation, either express or implied, on behalf of, or binding upon Client or to any way modify the terms and conditions of any SOW. This Agreement shall not create or in any way be interpreted to create a partnership, joint venture, or formal business organization of any kind between the parties.

9. **Representations and Warranties.**

9.1. Deckard represents and warrants that:

9.1.1. Deckard shall perform all Services in a competent, professional, workman-like manner and in accordance with the governing SOW and any applicable industry and/or professional standards;

9.1.2. It has the legal right and authority to enter into this Agreement and perform the Services under any SOW under which it agrees to perform Services;

9.1.3. Upon execution by an authorized representative, this Agreement will be a binding agreement, enforceable against Deckard in accordance with its terms; and

9.1.4. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

9.2. Client represents and warrants that:

9.2.1. It has the legal right and authority to enter into this Agreement and to deliver the Data to Deckard to perform the Services;

9.2.2. Upon execution by an authorized representative, the Agreement will be a binding Agreement, enforceable against Client in accordance with its terms; and

9.2.3. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

These warranties shall survive inspection, acceptance, and payment and are in addition to all other warranties expressed or implied by law.

10. Nondisclosure of Confidential Information. During the performance of this Agreement certain proprietary, technical and financial information may be disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”) and shall be deemed proprietary if marked with a conspicuous legend identifying it as proprietary or confidential information (“Confidential Information”). The Receiving Party shall not use less than the same efforts to prevent the disclosure of Confidential Information received hereunder as is used to protect its own Confidential Information, and in no event, however, less than a reasonable degree of care. Disclosure of Confidential Information received hereunder shall be restricted to those individuals who are directly participating in the performance of the Services under this Agreement. Confidential Information shall not include information that the Receiving Party can demonstrate by competent evidence is **(a)** rightfully known to the Receiving Party without obligations of non-disclosure, prior to receipt of such information from the Disclosing Party; **(b)** independently developed by the Receiving Party without the benefit or use of the Confidential Information furnished by the Disclosing Party, or obtained in good faith from a third party having no obligation to keep such information confidential; or **(c)** publicly known through no breach of this Agreement. Receiving Party may disclose Confidential Information when required by operation of law or pursuant to the order of a governmental agency, but only upon prior written notice to the other party to allow the other party the opportunity to take appropriate legal measures to protect the Confidential Information. The parties acknowledge that any unauthorized use or disclosure of the Confidential Information may cause irreparable damage to the other Party, for which there is no adequate remedy at law, and shall entitle the other Party to obtain immediate injunctive relief without any requirement to post bond, in addition to all other available remedies. Except that Parties acknowledge that the client is bound by FOIA and OMA and will comply in those laws fully and without further notice.

11. Liability Limitations; Disclaimer. ALL DELIVERABLES PROVIDED TO CLIENT BY DECKARD UNDER THIS AGREEMENT ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE EMPLOYEES, REPRESENTATIVES OR SUBSIDIARIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Indemnification. Deckard shall indemnify and hold Client harmless from and against any third party claims against and damages incurred by Client that are finally awarded by a court of competent jurisdiction (including reasonable attorneys’ fees) as a result of **(a)** injury or death to persons, or loss of or damage to property caused by intentional acts or negligence of Deckard or its agents; **(b)** a claim that the Services infringe the intellectual property rights of any third party; and **(c)** any violation by Deckard, its employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Deckard shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Deckard shall

not enter into any settlement of any claim or action that adversely affects Client's business or interests without its prior approval, which shall not be unreasonably withheld or delayed. Client shall indemnify and hold Deckard harmless from and against any third party claims against and damages incurred by Deckard that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of **(a)** injury or death to persons, or loss of or damage to property caused by the acts of Client, its customers or its agents; **(b)** any violation by Client, its customers, employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Client shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Client shall not enter into any settlement of any claim or action that directly affects Deckard's business or interests without its prior approval, which shall not be unreasonably withheld or delayed.

13. Proprietary Rights. The results of the Services delivered to Client in the form delivered to Client, including all reports, technical communications, drawings, records, charts, or other materials originated or prepared by Deckard for Client in performing the Services (all of the foregoing, collectively, the "Work Product") shall be the property of Client, and Deckard hereby assigns all rights to such Work Product to Client. Without limiting the generality of the foregoing and subject to Deckard's confidentiality obligations under this Agreement, Client acknowledges that the Work Product will include the aggregation and analysis of certain publicly available data and agrees that nothing contained in this Agreement shall be interpreted to prohibit Deckard from using its technology and other intellectual property to analyze the same or similar publicly available information for third parties. In addition, to the extent that Deckard incorporates any Deckard Property (as defined below), including any pre-existing or copyrighted work of Deckard into the Work Product, such Deckard Property shall remain the property of Deckard. Deckard grants to Client a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such Deckard Property in connection with exercising the rights of ownership granted to Client under this Agreement. In addition, nothing herein shall grant to Client any rights in the Platform or any other proprietary technologies and intellectual property used by Deckard in preparing any Work Product ("Deckard Property").

14. Governing Law. This Agreement and all disputes relating to this Agreement shall be governed by the laws of the State of Illinois, except as to any provisions of this Agreement that are properly governed by the laws of the United States. All controversies or disputes arising out of this Agreement shall be heard in either the state or federal courts sitting in Cook County, Illinois. THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.

15. Assignment. Deckard shall not assign, transfer or sell its rights or obligations under the Agreement without Client's prior written consent, which shall not be unreasonably withheld; provided that such consent shall not be required if the assignment is in connection with the sale of all or substantially all of Deckard's business to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise.

16. Severability; Survival. If any part, term, or provision of the Agreement is held invalid or unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect as if the Agreement has been executed with the invalid portion thereof eliminated. Upon termination or expiration of this Agreement, the terms and conditions set out in Sections 5.4, 8, and 10 through 22 will survive such termination.

17. Waiver of Breach. The waiver of a breach of the Agreement or the failure of a party to exercise any right under the Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under the Agreement.

18. Force Majeure. Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations hereunder due to causes beyond its reasonable control, and without the fault or negligence of that party. Such causes shall include, without limitation, Acts of God, acts of civil or military authority, fire, flood, epidemic, pandemic, quarantine, freight embargo, civil commotion or acts of war, declared or undeclared.

19. Compliance with Laws. Each party agrees to comply with all applicable local, state, and federal laws and executive orders and regulations issued pursuant thereto and agrees to defend, indemnify, and hold the other party harmless from any claim, suit, loss, cost, damage, expense (including reasonable attorney's fees), or liability by reason of the other party's violation of this provision.

20. Entire Agreement. This Agreement and each SOW issued hereunder represent the entire understanding and agreement between the parties hereto and supersede all other prior written or oral agreements made by or on behalf of Client or Deckard. In the event of a conflict between the terms and conditions of this Agreement and any SOW, the Agreement shall control, unless the SOW expressly provides that it is intended to modify the Agreement. Deckard's proposals shall not be part of this Agreement unless specifically referenced in the SOW and agreed to in writing by Client. This Agreement may be modified only by written agreement signed by the authorized representatives of the parties.

21. Communications and Notices. Other than communications required to be made by Deckard's project manager to Client's project manager, all notices, orders, directives, requests or other communications of the parties in connection with this Agreement shall be in writing and shall be provided as follows:

In the case of Client:

In the case of Deckard

Nickolas R. Del Pego

Title: CEO

1620 Fifth Ave Suite 400

San Diego, CA 92101

22. Media and/or Logo Use. Client agrees that Deckard shall have the right to use Client's name and logo on website, marketing materials and advertisements. In addition, Client and Deckard will work together to identify appropriate testimonials to promote Rentalscape and to generate announcements, press engagements and public speaking events with respect to the benefits of the Services. Client shall have the right to revoke Deckard's right to use its name and logo by providing Deckard with 30 days' advance written notice. Upon the expiration or termination of this Agreement the rights set forth in this Section 23 shall terminate.

[Signature Page Follows]

IN WITNESS WHEREOF, Deckard and Client have each caused this Agreement to be executed by their duly authorized representatives, effective as of the dates indicated below

DECKARD TECHNOLOGIES, INC.

CLIENT

DocuSigned by:
Thomas Hemmings
By: 04F712E8F9F84B6...

By: _____

Print Name: Thomas Hemmings

Print Name: _____

Date: 11/8/2023

Date: _____

Title: Chief Financial Officer

Title: _____

EXHIBIT A
STATEMENT OF WORK

This Statement of Work (“SOW”) will be effective as of the last date of signature below, and upon execution will be incorporated into the Master Services Agreement between Deckard Technologies, Inc. and the Village of Orland Park, IL dated [EFFECTIVE DATE OF MASTER SERVICES AGREEMENT] (the “**Master Agreement**”). Capitalized terms used in this SOW will have the same meaning as set forth in the Agreement.

1. Short Term Rental Service. Client desires to engage Deckard to use the Rentalscape Platform to prepare real estate property data for short-term rentals (“STRs”) on all identifiable properties within the County/Village/Town of: Orland Park in the State of Illinois based upon publicly available data and such other data relevant to the Designated Geography to be provided to the client by Deckard (reports accessible from Rentalscape). The Reports shall include at a minimum:

- 1.1. Information on STRs currently active in the Designated Geography;
- 1.2. The aggregate revenue from actively listed bookings;
- 1.3. The average number of nights booked per reservation;
- 1.4. The major platforms used by STR hosts;
- 1.5. Average daily rates;
- 1.6. Booking trends during the Reporting Period;
- 1.7. Identify, by address, the following violations of STR ordinances within the Designated Geography;
 - 1.7.1. Listings or advertisements that do not include an STR permit number;
 - 1.7.2. Listings or advertisements that represent or offer occupancy in excess of the occupancy maximums in the Designated Geography; and
 - 1.7.3. Properties advertised as STRs that are only permitted as long-term rentals;
- 1.8. Identify the actively listed STRs by month and address;
- 1.9. The total number of properties actively listed in the Designated Geography each month during the Reporting Period;
- 1.10. List the property owners; and
- 1.11. List the permit history of each property offering STRs in the Designated Geography.

2. Designated Geography. Village of Orland Park, Illinois

3. Reporting Period. Reports available in the Rentalscape Platform throughout the year.

4. Fees; Payments.

4.1. **Annual Software Subscription: \$3,000** (Identification, Compliance monitoring and Rental activity listed in Rentalscape as STRs). We recognize that the Village currently has an ordinance prohibiting these properties and thus any listing that is found will be Monitored in Rentalscape.

4.2. **Outreach Campaign:** \$2,500 Optional but not included at this time. Three letter campaign to inform and encourage property owners to become compliant with the Registration Process.

4.3. **STR Registration/Licensing Portal:** \$5,000 annually. Optional but not included at this time. Develop and host an online portal for STR Registration and Payment collection based on the needs of the Village/County with Stripe payment interface with daily reconciliation to finance.

4.4. **Tax Collection Portal:** \$5,000 annually. Optional but not included at this time. Develop and host an online portal for Tax collection on a monthly or quarterly basis depending on the needs of the Village/County with Stripe payment interface with daily reconciliation to finance.

4.5. **Optional Expert Services** upon Request by the Village/County are available at \$250 per hour.

4.6. **Online Complaint Form:** \$2,000 annually. Optional but not included at this time. Host an online complaint form for the Village/County that alerts these complaints to Code Enforcement through the Rentalscape platform.

4.7. **24/7 Live Hotline.** \$2,500 annually. Optional but not included at this time. Live answered Hotline that can dispatch to responsible parties depending on identified call flow.

4.8. **Public Facing Portal.** \$5,000 annually. Optional but not included at this time. Public Facing Portal to be hosted on Village site illustrating permitted STR properties in the Village with Parcel Number, Permit Number and Responsible Party Contact information per Village guidelines.

4.9. **Maximum Price:** In no event will the total subscription fees in the first year exceed **\$3,000.**

4.10. **Timing:** Payments due in accordance with the Illinois Local Government Prompt Payment Act.

All terms and conditions of the Agreement will apply to this SOW. This SOW will be effective as of the date of the last signature below.

SOW AGREED TO AND ACCEPTED BY:

DECKARD TECHNOLOGIES, INC.

CLIENT

DocuSigned by:
Thomas Hemmings
By: 04F712E8F9F84B6...

By: _____

Print Name: Thomas Hemmings

Print Name: _____

Date: 11/8/2023

Date: _____

Title: Chief Financial Officer

Title: _____

EXHIBIT B
STATEMENT OF WORK
(FORECLOSURE REGISTRATION SERVICE)

This Statement of Work (“**SOW**”) will be effective as of the last date of signature below (the “**SOW Effective Date**”), and upon execution will be incorporated into the Master Services Agreement between Deckard Technologies, Inc. and VILLAGE OF ORLAND PARK, IL dated [EFFECTIVE DATE OF MASTER SERVICES AGREEMENT] (the “**Master Agreement**”). Capitalized terms used in this SOW will have the same meaning as set forth in the Master Agreement.

1. Foreclosure Registration Services. Client desires to engage Deckard to use the Platform to provide an online vacant and foreclosure property registration service (the “**Registration Service**”) for the Designated Geography (as defined below). During the SOW Term, Deckard will:

1.1. Launch a Client branded website that will enable residents in the Designated Geography to register and pay registration fees, renewal fees and interests for foreclosures within the Designated Geography;

1.2. Use the Platform to monitor and identify properties (the “**Property List**” and each such property, a “**Foreclosed Property**”) with mortgage defaults and other property registration triggers under the applicable laws, rules and regulations that require registration of foreclosures and vacant properties;

1.3. Provide Client with access to the Property List that includes information sufficient to identify each Foreclosed Property; and

1.4. Notify and follow up regularly with mortgagees and other responsible parties of the duty to register the foreclosure properties and provide instructions on how to register the applicable property(ies) and provide a method of payment to pay applicable fees for such registration.

2. Client Responsibilities. Client shall be responsible for the following:

2.1. If Client has registered any Foreclosed Properties before the SOW Effective Date, then within 30 days of the SOW Effective Date, Client will provide Deckard with a digital file that identifies all such property registration information so that Deckard can calculate renewal and late fees accurately; provided that if a digital file is unavailable, Client shall provide such information in such other format as the data is available to permit Deckard to manually enter such Foreclose Properties into the Platform and Client shall pay Deckard the Data Entry Fee described below; and

2.2. Client shall provide or otherwise confirm with Deckard the applicable registration fees for Foreclosed Properties, including the amounts and terms of penalties and other fees that are to be charged for failure to register Foreclosed Properties and such other information as reasonably requested by Deckard to enable Deckard to provide the Registration Service. Client to also supply details on supplemental information to be collected during registration.

3. Designated Geography. VILLAGE OF ORLAND PARK, IL

4. Fees; Payments.

4.1. Service Fee: Client will pay Deckard \$100 per Foreclosed Property that is registered as a result of being identified by Deckard through the performance of the Registration Service for Client (the "**Service Fee**") and 30% of any Late Fees, penalties or interest collected if allowed by the City Ordinance and reimburse Deckard for expenses incurred in collecting such registration fees.

4.1.1. For registration fees received directly by Deckard from the Site, Deckard will deduct the applicable Service Fee and any additional expenses incurred by Deckard in collecting registration fees from Foreclosed Properties from the total amount of registration fees received and remit the remaining funds to Client on or before the 15th day of the calendar month following the calendar month in which such registration fees were collected along with a report identifying the registration fees received, the properties for which registration fees were received and the expenses incurred by Deckard; and

4.1.2. If, during the SOW Term and for a period of three years after the expiration or termination of this SOW, Client receives any registration fees directly from residents of properties that were identified and contacted by Deckard, Client shall pay Deckard the Service Fee for such properties. Payments due in accordance with the Illinois Local Government Prompt Payment Act

4.2. Data Entry Fee: If manual entry of the Property List is required, Client shall pay Deckard \$5.00 per property entered (the "**Data Entry Fee**").

4.3. Costs and Expenses: If Deckard is required to pay any fees to acquire any local public/official record data that is necessary to perform the Registration Service, Deckard shall have the right to deduct the amount of such fees from any registration fees to be remitted to Client.

5. Term. The term of this SOW ("**SOW Term**") shall commence on the Effective Date and shall continue in force and effect for a period of one year; the SOW Term shall be automatically renewed thereafter for additional periods of one year each, up to 5 renewable terms unless terminated by either party by giving written notice of termination to the other party not less than 60 days before the end of the then-current period. Termination shall have no effect on Client's obligation to pay the applicable labor rate with respect to Services rendered prior to the effective date of termination.

All terms and conditions of the Master Agreement will apply to this SOW.

SOW AGREED TO AND ACCEPTED BY:

DECKARD TECHNOLOGIES, INC.

CLIENT

DocuSigned by:
Thomas Hemmings
By: _____
04F712E8F9F84B6...

By: _____

Print Name: Thomas Hemmings

Print Name: _____

Date: 11/8/2023

Date: _____

Title: Chief Financial officer

Title: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego CA 92186	CONTACT NAME: Kearstyn Freerking PHONE (A/C. No. Ext): 858-768-4075 E-MAIL ADDRESS: Kearstyn.Freerking@MarshMMA.com	FAX (A/C. No.):
	INSURER(S) AFFORDING COVERAGE	
License#: 0H18131 DECKATECHN	INSURER A: Sentinel Insurance Company Ltd	11000
INSURED Deckard Technologies, Inc. 1620 5th Avenue, Suite 400 La Jolla CA 92037	INSURER B: Lloyd's Syndicate 2623	55555
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 819715005

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			72SBABG4507	8/19/2023	8/19/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			72SBABG4507	8/19/2023	8/19/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			72SBABG4507	8/19/2023	8/19/2024	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Cyber / Prof. / Technology E&O			WG00001412AE	8/19/2023	8/19/2024	Aggregate Each Claim	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured. Waiver of subrogation applies to General Liability in favor of Village of Orland Park per attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park
 14700 Ravinia Ave
 Orland Park IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

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(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site;
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2)** "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a.** WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b.** The insurance afforded to the vendor is subject to the following additional exclusions:

- (1)** This insurance does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i)** The exceptions contained in Subparagraphs **(d)** or **(f)**; or

- (ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2)** This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D. – Liability and Medical Expenses Limits of Insurance.**
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 24. "Your product":**
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- 25. "Your work":**
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.



CERTIFICATE OF LIABILITY INSURANCE

22QL

DATE (MM/DD/YYYY)
10/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AON RISK SERVICES SOUTH INC
3550 LENOX ROAD NORTHEAST
SUITE 1700
ATLANTA GA 30326

CONTACT NAME: Aon Risk Services, Inc of Florida

PHONE (A/C, No, Ext): 833-506-1544

FAX (A/C, No):

EMAIL ADDRESS: work.comp@trinet.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ACE American Insurance Company

22667

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
TriNet Group, Inc. L/C/F Deckard Technologies, Inc
1 Park Place, Suite 600
Dublin, CA 94568-7983

COVERAGES

CERTIFICATE NUMBER: 15712774

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR_C53239766	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation coverage is limited to worksite employees of Deckard Technologies, Inc through a co-employment agreement with TriNet HR III, Inc..
 Waiver of subrogation in favor of the Village of Orland Park as required by written contract.

CERTIFICATE HOLDER

Village of Orland Park
14700 Ravinia Ave
Orland Park IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc

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Workers' Compensation and Employers' Liability Policy

Named Insured TriNet Group, Inc. L/C/F Deckard Technologies, Inc 1 Park Place, Suite 600 Dublin, CA 94568-7983	Endorsement Number
	Policy Number Symbol: WLR Number: C53239766
Policy Period 07/01/2023 TO 07/01/2024	Effective Date of Endorsement 07/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization:

Village of Orland Park
14700 Ravinia Ave
Orland Park IL 60462

Blanket Waiver

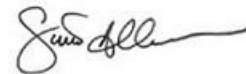
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: INCLUDED



Authorized Representative

..T

A RESOLUTION APPROVING AN AGREEMENT WITH DECKARD TECHNOLOGIES REGARDING REGISTRATION OF FORECLOSING MORTGAGED PROPERTY

..B

WHEREAS, the Village Board of Trustees desires to protect the public health, safety, and welfare of the citizens of the incorporated area of the Village of Orland Park and maintain a high quality of life for the citizens of the Village through the maintenance of structures and properties in the Village; and

WHEREAS, the Board of Trustees recognizes properties subject to foreclosure action or foreclosed upon properties located throughout the Village lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

WHEREAS, the Board of Trustees has already adopted property maintenance codes and a foreclosure registration program to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the Village's prior service provider with regards to the foreclosed properties registration program has ceased doing business, and therefore the Village is desirous of entering into an agreement with Deckard Technologies to provide similar services going forward; and

WHEREAS, the Board of Trustees has a vested interest in protecting neighborhoods against decay caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to continue the registration program.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION ONE:

The Board of Trustees approves the entry into an agreement with Deckard Technologies in order to administer the Foreclosed Properties Registration Program, subject to Village Attorney Review.

SECTION TWO:

This Resolution will become effective upon its passage in the manner provided by law.

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number: **2023-0987**
Orig. Department: **Development Services Department**
File Name: **The Pointe - Extension of Approval**

BACKGROUND:

Project

The Pointe - 2019-0519

Petitioner

Mr. Bob Hansen

OVERVIEW AND BACKGROUND

On December 21, 2020, the Village Board approved a Special Use for a Planned Development for The Pointe, a 64 unit multi-family development located at 14250 Southwest Highway.

Article 5. Section 5-101.F. of the Land Development Code states "if there is no activity after three (3) years of approval by the Board of Trustees of a special use and/or final plan, the special use and/or final plan shall expire unless an extension is granted by the Board of Trustees. (Ord. 4769 - 12/3/12)

It has been three (3) years since Board approval. In order to prevent the expiration of the approvals, the petitioner has requested a six (6) month approval extension to June 21, 2024, to allow for the ability of a new developer to conduct due diligence.

This case is now before the Village Board of Trustees for consideration.

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the request of the petitioner and grant a six (6) month extension of the approvals for The Pointe Planned Development.

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number: **2023-0180**
Orig. Department: **Development Services Department**
File Name: **Pete's Fresh Market Inducement Agreement - Amendment No. 1**

BACKGROUND:

PMR Realty, on behalf of Pete's Fresh Market has requested an amendment to the existing inducement agreement. The request is to amend the total overall cost indicated in the development agreement.

PMR has cited the increased costs due to unforeseen economic conditions, including inflation and extended product/material lead times. The revised overall total cost being proposed is \$15,000,000.00.

- Pete's would be entitled to a maximum of 25% of the total project cost or \$3,750,000 over 10 years.
- The agreement will terminate after the maximum sales tax is received by Pete's or 10 years whichever is sooner.
- Revenue will be shared 75% (Pete's) / 25% (Village) for the first 5 years.
- Then reverse the percentage share for the next 5 years 75% (Village) / 25 % (Pete's).
- Project Commencement date to be revised to July 15, 2023 or when the interior build-out permit is issued (whichever is sooner).
- Project shall be open to the public 24 months after Project Commencement date.

No other terms of the agreement are being amended. The maximum incentive possible is 25% of the total project cost.

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve Amendment No. 1 for Pete's Fresh Market Inducement Agreement;

AND

I authorize the Village Manager to execute the agreement subject to Village Attorney review.

**AMENDMENT TO INDUCEMENT AGREEMENT –
PETE’S FRESH MARKET**

THIS AMENDMENT TO INDUCEMENT AGREEMENT-PETE’S FRESH MARKET (“Amendment”) is entered into this _____ day of December, 2023, by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, a home rule municipal corporation (hereinafter referred to as the “VILLAGE”), and PETE’S FRESH MARKET ORLAND PARK CORPORATION, an Illinois corporation (hereinafter referred to as “PETE’S”).

WITNESSETH:

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. The parties hereto have previously entered into a certain “INDUCEMENT AGREEMENT – PETE’S FRESH MARKET” (the “Agreement”) and now wish to amend certain terms and provisions contained in the Agreement. Except as modified in this AMENDMENT, the remaining terms and provisions of the AGREEMENT shall remain in full force and effect.

2. All references in the Agreement to TWELVE MILLION DOLLARS (\$12,000,000.00) being the “cost of the Project”, including but not limited to, the references in paragraphs 1(b), 3(b)(i)(2), 4(a) and 5(e) of the Agreement, be and are hereby amended and changed to FIFTEEN MILLION DOLLARS (\$15,000,000.00).

3. Paragraph 2(e) of the Agreement is stricken in its entirety and replaced with the following:

“(e) Subject to the provisions of this Agreement and, in particular, the provisions in Paragraph 24 hereof, PETE’S shall have commenced construction of the Project on or before October 24, 2023 (“Project Commencement Date”).”

4. Paragraph 3(b)(i)(2) of the Agreement is stricken in its entirety and replaced with the following:

“(2) Commencing with the first proceeds of sales tax revenue received by the VILLAGE from applicable sales at or arising from operations at the Subject Property and thereafter (“Commencement Date”), the VILLAGE shall be entitled to:

(a) Twenty-five percent (25%) of all such sales tax revenue, and PETE’S shall be entitled to the remaining seventy-five percent (75%) of all such sales tax revenue for the period beginning with Commencement Date and expiring after the first twenty (20) quarterly periods (five years) after the later of: (i) the opening of the Pete’s Fresh Market grocery store, or (ii) the date the VILLAGE has received the appropriate reports from the State to determine the amount of sales tax revenue generated at or arising from the Subject Property (“Reduction Date”); and (b) after the Reduction Date, seventy-five percent (75%) of all such sales tax revenue, and PETE’S shall be entitled to the remaining twenty-five percent (25%) of all such sales tax revenue until such time as PETE’S shall have received twenty-five percent (25%) of the cost of the Project, including the property remodeling, façade improvements, build-out, and parking lot improvement costs, up to a maximum of THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$3,750,000.00).”

5. Paragraph 3(d) of the Agreement is amended to delete the reference to “eighteen (18) months from the Project Commencement Date” in the second sentence of said Paragraph and replace it with “twenty-four (24) months from the Project Commencement Date”.

6. The Village hereby waives any prior or current failure by PETE’S to comply with the terms of the Agreement, and as such PETE’S is not in default under the terms of the Agreement.

7. This Amendment shall be signed last by the VILLAGE, and the President (Mayor) of the VILLAGE shall affix the date on which he signs this AMENDMENT on page 1 hereof, which date shall be the effective date of this AMENDMENT.

IN WITNESS WHEREOF, this AMENDMENT is dated as of the date and year first written above.

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

ATTEST:

By: _____
Village President

By: _____
Village Clerk

Date: _____, 2023

Date: _____, 2023

PETE'S FRESH MARKET
ORLAND PARK CORPORATION,
an Illinois corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

Date: _____, 2023

Date: _____, 2023

REQUEST FOR ACTION REPORT

File Number: **2023-1003**

Orig. Department: **Engineering Programs & Services Department**

File Name: **Oak Lawn Regional Water System - Changes to the Conforming Agreement, Third Amendment**

BACKGROUND:

In 1985, Village moved from well water to Lake Michigan water through a 36-inch water main from Oak Lawn that serves Village of Orland Park and twelve other communities. As referred to as "Spur 1", this water main reduced cost, improved reliability, improved quality, increased quantity, and eliminated water softeners in the Village.

In 2012, the Regional Water System initiated the design and award of a redundant water pump station in Oak Lawn and water main to the twelve communities to provide a complete and parallel redundant water system. Referred as "Spur 2", the water main is a separate route to the Village's Main Pump Station versus Spur 1.

In order to commence the Spur 2 project, all member communities entered into a Regional Water System Water Sale, Purchase and Service Agreement between the Village of Oak Lawn and Certain of Municipal Customers (Conforming Agreement) that spelled out the obligations for the Oak Lawn Regional Water System (RWS). The RWS has recommended approval of the Third Amendment to the Conforming Agreement. A comprehensive listing of the proposed changes are attached to this item. The main impetus for this Third Amendment involves the addition of three new member communities.

Throughout the Summer of 2023, the Village of Oak Lawn has been negotiating with the Southeast Customers (Matteson, Country Club Hills, and Olympia Fields) to become members of the Conforming Agreement. As a result of these negotiations, the Village of Oak Lawn and the Southeast Customers have tentatively agreed to conditions to have them join the Conforming Agreement.

Other changes include:

- Due to the higher than expected construction cost bid for BP5, the maximum principal on bonds directly related to the construction of project is increased by \$20,000,000. All series bonds for the 2013 RWS Improvement Project overall is going up \$10,000,000. Finally, the maximum annual debt service needs to be increased by \$500,000. These increases will allow enough financial buffer to complete financing of the currently planned 2013 Regional Water Improvements and the Southeast Redundancy Project. These items are further explained below.
 - The maximum principal amount of Bonds issued to pay the costs of acquiring and constructing the Project, including the costs of all lands and rights in land and water, and other necessary or advisable capital expenditures related thereto, and all costs of engineering related to the Project, shall not exceed such principal amount as will produce not in excess of \$315,000,000 of proceeds. The previous maximum amount of Bonds was at \$295,000,000
 - The maximum principal amount of Bonds of all series, including any series of refunding Bonds, which may be outstanding at any one time shall not exceed \$327,000,000. This amount was previously at \$317,000,000.
 - Planned maximum annual debt service shall not exceed \$24,000,000. However, Bonds may become due resulting in greater debt service than that amount with the intention of refunding such Bonds (such obligations may have what is referred to as "bullet" maturities). The previous maximum annual debt was at \$23,500,000.
-

The RWS Managers' Group recommended approval of these changes at their meeting on December 14, 2023. Additionally, the changes were reviewed by the Village's Attorney.

BUDGET IMPACT:

The financial impacts of the above changes will be paid by the communities' party to the Agreement through their required financial contributions per the Conforming Agreement.

REQUESTED ACTION:

I move to approve the Third Amendment to the Regional Water System Water Sale, Purchase and Service Agreement between the Village of Oak Lawn and Certain of its Municipal Customers;

AND

Authorize the Village President to execute all required documents subject to Village Attorney review.



Village of Oak Lawn

9446 S. Raymond Avenue, Oak Lawn, IL 60453

December 12, 2023

To: Oak Lawn Regional Water System Community

From: Village of Oak Lawn

Re: Final Changes to the Conforming Agreements (Based on Municipal Feedback):

Based on feedback received from member communities, below are the final revisions to the Conforming Agreement. Below are the key sections changing and background on why the edit is needed.

1. Section 13.E. – Southeast Customers wanted to clarify that agreement must be made by two of the three municipalities to proceed with the “Redundancy Project” before Oak Lawn proceeds with the design Engineering.
2. Exhibit O – Due to the higher-than-expected construction cost bid for BP5, the maximum principal on bonds directly related to the construction of project is increased by \$20,000,000. All series bonds for the 2013 RWS Improvement Project overall is going up \$10,000,000. Finally, the maximum annual debt service needs to be increased \$500,000. These increases will allow enough buffer to complete financing of the currently planned 2013 Regional Water Improvements and the Southeast Redundancy Project.

The below table has the proposed Chapman / Cutler wording changes originally shared and new proposed language in red.

Section	Current Proposed Wording	Edit / Change Made
Section 13.E. Coordination and Completion of the 2013 Regional System	For the purpose of additional redundancy for the Oak Lawn Regional Water System, Tinley Park has agreed to allow a permanent 24-inch	For the purpose of additional redundancy for the Oak Lawn Regional Water System, Tinley Park has agreed to allow a permanent

Section	Current Proposed Wording	Edit / Change Made
<p>Improvements and Future Projects (<i>For SE customers it is Section E.</i>)</p>	<p>connection to the Tinley Park Branch System at approximately 183rd Street and Ridgeland Ave. and the use of the Tinley Park Branch System coming from Booster Station #2 (the “<i>Southeast System Redundancy Project</i>”). Additional water meters shall be installed if needed for exact water usage determinations. When the Southeast System Customers determine and mutually approve the Southeast System Redundancy Project improvements, then Oak Lawn shall begin the design process.</p>	<p>24-inch connection to the Tinley Park Branch System at approximately 183rd Street and Ridgeland Ave. and the use of the Tinley Park Branch System coming from Booster Station #2 (the “<i>Southeast System Redundancy Project</i>”). Additional water meters shall be installed if needed for exact water usage determinations. When at least two of the Southeast System Customers determine and mutually approve the Southeast System Redundancy Project improvements, then Oak Lawn shall begin the design process.</p>
<p>Exhibit O "Financing Plan and Parameters Oak Lawn Regional Water System "New Series Bonds" for "2013 Regional System Improvements" Section III.A.</p>	<p>The maximum principal amount of Bonds issued to pay the costs of acquiring and constructing the Project, including the costs of all lands and rights in land and water, and other necessary or advisable capital expenditures related thereto, and all costs of engineering related to the Project, shall not exceed such principal amount as will produce not in excess of \$295,000,000 of proceeds.</p>	<p>The maximum principal amount of Bonds issued to pay the costs of acquiring and constructing the Project, including the costs of all lands and rights in land and water, and other necessary or advisable capital expenditures related thereto, and all costs of engineering related to the Project, shall not exceed such principal amount as will produce not in excess of \$295,000,000 \$315,000,000 of proceeds.</p>

Section	Current Proposed Wording	Edit / Change Made
Exhibit O "Financing Plan and Parameters Oak Lawn Regional Water System "New Series Bonds" for "2013 Regional System Improvements" Section III.C.	The maximum principal amount of Bonds of all series, including any series of refunding Bonds, which may be outstanding at any one time shall not exceed \$317,000,000.	The maximum principal amount of Bonds of all series, including any series of refunding Bonds, which may be outstanding at any one time shall not exceed \$317,000,000 \$327,000,000.
Exhibit O "Financing Plan and Parameters Oak Lawn Regional Water System "New Series Bonds" for "2013 Regional System Improvements" Section VI.	Planned maximum annual debt service shall not exceed \$23,500,000. However, Bonds may become due resulting in greater debt service than that amount with the intention of refunding such Bonds (such obligations may have what is referred to as "bullet" maturities).	Planned maximum annual debt service shall not exceed \$23,500,000 \$24,000,000. However, Bonds may become due resulting in greater debt service than that amount with the intention of refunding such Bonds (such obligations may have what is referred to as "bullet" maturities).

Regards,

John Spatz
RWS Consultant

Jerry Dillon
Assistant Village Manager, Village of Oak Lawn

New Southeast System Customers

•REGIONAL WATER SYSTEM•
WATER SALE, PURCHASE AND SERVICE AGREEMENT
BETWEEN THE VILLAGE OF OAK LAWN, ILLINOIS AND
CERTAIN OF ITS MUNICIPAL CUSTOMERS

**•REGIONAL WATER SYSTEM•
WATER SALE, PURCHASE AND SERVICE AGREEMENT
BETWEEN THE VILLAGE OF OAK LAWN, ILLINOIS AND
CERTAIN OF ITS MUNICIPAL CUSTOMERS**

BETWEEN

THE VILLAGE OF OAK LAWN, ILLINOIS

AND

VILLAGE OF MATTESON
CITY OF COUNTRY CLUB HILLS

VILLAGE OF OLYMPIA FIELDS

Dated: January 1, 2024

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EXHIBITS

- A. Description of Oak Lawn Retail Water System
- B. Oak Lawn Regional Water System Points of Delivery to Municipal Customers
- C. Description of Existing Oak Lawn Regional Water System and 2013 Regional System Improvements
- D. Municipal Customers' IDNR Approved Lake Michigan Water Allocations and Contractual Service Requirements
- D.1 Municipal Customers' 2045 IDNR Approved Lake Michigan Water Allocations and Contractual Service RequirementsE. Proportionate Shares of Capital Costs and Charges
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- L. Determinations of Available Capacity
- M. Sample Special Connection Fee Calculation
- N. Superseded Intergovernmental Agreements
- O. 2013 Financing Plan and Parameters for the 2013 Regional System Improvements
- P. Statement of Mutual Cooperation Process
- Q. Aggregate Costs Template
- R. Budget Template

•REGIONAL WATER SYSTEM•
WATER SALE, PURCHASE AND SERVICE AGREEMENT
BETWEEN THE VILLAGE OF OAK LAWN, ILLINOIS AND
CERTAIN OF ITS MUNICIPAL CUSTOMERS

This Water Sale, Purchase and Service Agreement first made and entered into as of the Effective Date defined below by and between the VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, an Illinois municipal corporation and home rule unit duly organized and existing under the laws of the State of Illinois (“*Oak Lawn*”), and each of the following units of local government who shall become signatories to this Agreement (the “*New Southeast System Customers*”):

Village of Matteson
City of Country Club Hills

Village of Olympia Fields

all of Oak Lawn and the named municipalities referred to collectively as the “*Parties*” and each individually as a “*Party*.”

WITNESSETH:

PREAMBLES

A. The City of Chicago (“*Chicago*”) currently owns and operates a water system (“*Chicago Water System*”), which supplies Lake Michigan derived raw water treated to then current potable water standards in accordance with applicable State of Illinois and United States federal laws (“*Chicago Water*”) to various customers, including Oak Lawn.

B. A municipal water system (a “*Water System*”) means a system for the supply of water, including but not limited to all facilities and equipment, land, easements, rights-of-way over lands and waters, pumping, storage facilities, mains, pipelines and appurtenances acquired and used or useful for the purposes of treating, providing and transmitting water to customers of such municipality, and also includes, where in place, such facilities, equipment, land, water rights, easements, rights-of-way, and appurtenances so acquired and used or useful for the purpose of taking and treating water.

C. Oak Lawn owns and operates a Water System, consisting of three major elements described as follows: (1) that portion of the Water System that is used to service its retail customers (as now in existence and as improved in the future, the “*Oak Lawn Retail Water System*” or its “*Municipal Customer Water System*”), described in *Exhibit “A”* attached hereto; (2) that portion of the Water System (as now in existence and as improved in the future, the “*Oak Lawn Regional Water System*” as more particularly defined in the text below) which serves all of its customers not served by the Oak Lawn Retail Water System (consisting of municipalities for municipal use and for resale by such municipalities to residents and others); and (3) the Oak Lawn Southeast System (as defined in the text below), which will become part of the Oak Lawn Regional System as of the Effective Date of this Agreement.

D. The Oak Lawn Regional Water System delivers Chicago Water to municipalities either directly or indirectly through adjacent Water Systems, described as follows: (1) a system owned and operated by Oak Lawn (the "*Oak Lawn Southeast System*") serving the Villages of Country Club Hills, Matteson, and Olympia Fields, and (2) a system **not** owned or operated by Oak Lawn (the "*Tinley Park Branch System*") serving the Villages of Tinley Park, Mokena and New Lenox and which may serve the Illinois American Water Company at its service area in the Village of Orland Hills and vicinity. (The Oak Lawn Regional Water System does not include the Tinley Park Branch System).

E. The current municipal customers ("*Municipal Customers*") of the Oak Lawn Regional Water System are as follows: (1) the Oak Lawn Retail Water System; (2) Village of Chicago Ridge ("*Chicago Ridge*"); (3) City of Country Club Hills ("*Country Club Hills*") as served by the Oak Lawn Southeast System; (4) Village of Matteson ("*Matteson*") as served by the Oak Lawn Southeast System; (5) Village of Mokena ("*Mokena*") as served through the Tinley Park Branch System; (6) Village of New Lenox ("*New Lenox*") as served through the Tinley Park Branch System; (7) City of Oak Forest ("*Oak Forest*"); (8) Village of Olympia Fields ("*Olympia Fields*") as served by the Oak Lawn Southeast System; (9) Village of Orland Park ("*Orland Park*"); (10) City of Palos Hills ("*Palos Hills*"); (11) Village of Palos Park ("*Palos Park*"); and (12) Village of Tinley Park ("*Tinley Park*") as served through the Tinley Park Branch System; *provided, however*, that (a) such term shall not include a municipality no longer served by the Oak Lawn Regional Water System for a reason other than *force majeure*; (b) as to each covenant or representation of a Municipal Customer made in this Agreement, such term is limited to the Parties hereto; and (c) Chicago Water to be delivered to Mokena and New Lenox shall be delivered to Tinley Park at the Points of Delivery to the Tinley Park Branch System.

F. Each Municipal Customer currently owns and operates its own Water System (each a "*Municipal Customer Water System*"). For convenience and clarity, Chicago Ridge, Palos Hills, and Palos Park may be referred to as the "*North System Customers*"; Country Club Hills, Matteson, and Olympia Fields may be referred to as the "*Southeast System Customers*"; and Mokena, New Lenox, Oak Forest, Orland Park and Tinley Park may be referred to as the "*Southwest System Customers*".

G. The points of delivery (the "*Points of Delivery*") from the Oak Lawn Regional Water System to the Oak Lawn Retail Water System and to each of the Southeast System Customers are as shown in *Exhibit "B"* attached hereto.

H. Oak Lawn, through the Oak Lawn Regional Water System and the Oak Lawn Southeast System, has served Chicago Water to the Southeast System Customers pursuant to existing contracts (the "*Existing Southeast Customer Contracts*"), copies of which all Parties have previously received; Oak Lawn has previously offered the Southwest System Customers and the North System Customers have accepted a Water Sale, Purchase and Service Agreement, substantially in the form of this Agreement (the "*Southwest System Customer Agreement*" and the "*North Customer Agreement*" respectively), copies of which all Parties have received. This Agreement has been offered by Oak Lawn to the Southeast System Customers and accepted by such Parties (this Agreement may also be referred to as the "*New Southeast System Customer*").

Agreement”) and is intended to be a Conforming Agreement under the Southwest System Customer Agreement and the North System Customer Agreement.

I. Subject to the terms of this Agreement, it is possible that Oak Lawn may enter into future written agreements to supply other municipalities or private entities with Chicago Water through the Oak Lawn Regional Water System (thereby becoming “*Future Water Customers*” as defined herein) or to supply Chicago Water to Emergency Water Customers (as hereinafter defined).

J. Each Municipal Customer as Party to this Agreement finds that it is advisable for such Municipal Customer to continue to obtain from the Oak Lawn Regional Water System a continuing supply of Chicago Water for its Municipal Customer Water System.

K. Oak Lawn finds that it is advisable to supply Chicago Water to the Municipal Customers who are Parties pursuant to the terms and conditions of this Agreement.

L. Oak Lawn has provided by contract with Chicago for a supply of Chicago Water pursuant to the “Water Supply Agreement between the City of Chicago, Illinois, and the Village of Oak Lawn, Illinois,” dated February 8, 2013, Agreement No. OL-2013 (“*Chicago-Oak Lawn Agreement*”).

M. Oak Lawn has determined and the Municipal Customers as Parties to this Agreement have concurred that the capacity of the existing Oak Lawn Regional Water System (“*Current System Capacity*”) is not adequate to serve the needs of the Municipal Customer Water Systems, as such needs may exist as of the Effective Date and through the year 2030; and Oak Lawn has determined to improve and expand the Oak Lawn Regional Water System with the goal of providing the Municipal Customers with an adequate supply of Chicago Water (the “*2013 Regional System Improvements*”), which 2013 Regional System Improvements shall include but not be limited to the installation of a “West Side Transmission Main” and associated piping, valves, pump station improvements, standby engine generator improvements, and electrical distribution and motor control equipment improvements; and the preliminary description of which improvements is as depicted in *Exhibit “C”* attached hereto.

N. To pay the costs of the 2013 Regional System Improvements, Oak Lawn has determined that it is necessary for it to borrow money and issue its New Series Bonds (as hereinafter defined) in evidence thereof.

O. Each Municipal Customer has received from the State of Illinois Department of Natural Resources (“*IDNR*”), a current allocation of Lake Michigan water as shown in *Exhibits “D”* and “*D.1*” attached hereto which (as shown) includes allocations for the listed years up to and including the year 2030, and for the year 2045, respectively (the allocation for each year as shown in said Exhibit being the “*Current Year Allocation*” for such year, the allocation for the year 2030 as shown in said Exhibit being the “*2030 Allocation*” and the allocation for the year 2045 as shown in said *Exhibit “D.1”* being the “*2045 Allocation*”).)

P. Pursuant to the Illinois Municipal Code, including but not limited to, 65 ILCS 5/11-124-1 *et seq.*, 65 ILCS 5/11-129-1 *et seq.*, and 65 ILCS 5/11-139-1 *et seq.*, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and applicable home rule powers of New Lenox, Oak Lawn, Oak Forest, Orland Park, Tinley Park, Matteson and Country Club Hills under Article VII, Section 6 of the 1970 Constitution of the State of Illinois, Oak Lawn and the Municipal Customers are authorized to enter into this Agreement.

Q. Except as expressly provided or required by the terms of this Agreement, nothing in this Agreement is intended to cause or result in relinquishment of ownership or change in use by Oak Lawn in any part of the Oak Lawn Retail Water System or Oak Lawn Regional Water System or to cause or result in the relinquishment of ownership or change in use by any Municipal Customer in any part of its respective Municipal Customer Water System; *provided, however*, that Oak Lawn expressly acknowledges (1) the use of an existing transmission main, beginning at 146th Street and Central Avenue and ending at the existing Point of Delivery to Orland Park (the “*Orland Spur One Main*”) which is owned by Orland Park, and (2) the requirement that the Oak Lawn Regional Water System maintain said main in accordance with Section 11.C of this Agreement.

R. To better assure continuity and cooperation among the Parties, they have agreed to the Statement of Mutual Cooperation Process as set forth in *Exhibit “P”* attached hereto.

S. Certain costs and amounts (including debt service on the Old Bonds) due to or from certain of the Parties or other municipalities served by the existing Oak Lawn Regional Water System must be preserved and provided for under this Agreement and the Southwest System Customer Agreement, as set forth in *Exhibit “K”* attached hereto.

T. Oak Lawn and the other Parties hereto have each, respectively, duly authorized their respective Presidents or Mayors to sign and their Municipal Clerks to attest this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged by the undersigned, the Parties hereby agree as follows:

Section 1. Recitals and Definitions.

A. *Recitals.* The above paragraphs and recitals are hereby incorporated by reference, as if set forth within this Section 1.

B. *Definitions.* Capitalized words and terms used in this Agreement shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons, such as corporations, where applicable.

“*Aggregate Costs*” means all costs to be assessed and payable pursuant to this Agreement, except payments to be made for the Old Bonds, and includes, without limitation, *inter alia*, all Operation and Maintenance Costs, Capital Costs and Charges, Other Non-Operating Charges, and Default Costs.

“*Aggregate Costs Template*” means that template for presentation of Aggregate Costs as shown in *Exhibit “Q”*.

“*Agreement*” means this Water Sale, Purchase and Service Agreement.

“*Asset Management Program*” means a written document providing asset management planning to determine the condition, and identify maintenance, rehabilitation and replacement needs, of the Oak Lawn Regional Water System, in a manner consistent with the International Infrastructure Management Manual, International Edition 2011, by the National Asset Management Support Group, and providing for the implementation of such system operations, repairs, rehabilitations and replacement as will meet such needs in a timely and practical manner.

“*Arrearages*” means the amount in arrears when any Municipal Customer does not pay its share of Aggregate Costs when due, as more fully defined in Section 17.

“*Authorized Representative*” means such term as is defined in the text below, relating to Executive Consent Obtained, in Section 26.C.

“*Available Capacity*” means the capacity of the Oak Lawn Regional Water System to deliver Chicago Water from time to time in excess of the obligation at such time to deliver Chicago Water pursuant to (1) this Agreement including the required Daily Peaking Factor, (2) North Customer Agreements, (3) Southwest System Customer Agreements, (4) agreements with Future Water Customers then in full force and effect, and (5) agreements with Emergency Water Customers then in effect. Available Capacity shall be determined using the applicable methodology set forth in *Exhibit “L”* by an independent consulting engineer having a national reputation for expertise in such matters and selected by Oak Lawn.

“*Bid Package*” means the bidding and construction documents, drawings, specifications, and related documents related to a segment or phase of the construction of 2013 Regional System Improvements, as listed in *Exhibit “C”*.

“*Bond*” means and includes any instrument by whatever name given providing for the payment of money executed by or on behalf of Oak Lawn or which Oak Lawn has assumed or agreed to pay, including, without limitation of the foregoing, bonds, notes, contracts, leases, loan agreements, certificates, and any other form of third party indebtedness, the proceeds of which are used to pay Aggregate Costs or provide reserves for the same; *provided, however*, that the definition of Bonds expressly excludes the Old Bonds.

“*Bond Counsel*” means counsel of recognized standing in the field of law relating to municipal bonds.

“*Budget Template*” means that template for presentation of the budget for Systems Operations Costs as shown in *Exhibit “R”*.

“*Buy In Base*” means all Capital Costs and Charges as paid from the Effective Date up until the Connection Fee Date, as future valued from the due dates of such costs to the Connection Fee Date at the weighted average true interest cost of all Bonds ever issued on or after September 1, 2013 for the Oak Lawn Regional Water System compounded annually.

“*Buy In Base for Old Bonds*” means the debt service principal and interest paid by Oak Lawn on the Old Bonds through the Connection Fee Date for the improvements proposed to be utilized by the Southeast System Customer or other Future Water Customer pursuant to Section 21.D and *Exhibit “K”* of this Agreement.

“*Capital Costs and Charges*” means and includes all capital costs payable or accrued in a given period of the Oak Lawn Regional Water System, and includes, for purposes of this Agreement, and without limitation, *inter alia*, all of the following: (1) interest on and principal of and premium, if any, on all Bonds; (2) payments with respect to interest rate exchange agreements entered into in connection with any Bonds; (3) bond insurance, letter or line of credit payments or fees, remarketing fees, or like charges in connection with the issuance of Bonds; (4) rating agencies, legal, financial, administrative, trustee, bond registrar, paying agent, depository, filing and similar fees in connection with the issuance of Bonds; (5) reserves to be provided for debt service on Bonds; and (6) Default Costs Allocable to Bonds.

“*Chicago*” means the City of Chicago.

“*Chicago-Oak Lawn Agreement*” means the Water Supply Agreement Between the City of Chicago, Illinois and the Village of Oak Lawn, Illinois dated February 8, 2013, Agreement No. OL-2013.

“*Chicago Ridge*” means the Village of Chicago Ridge, Illinois.

“*Chicago Water*” means the Lake Michigan derived raw water treated to the then current potable water standards in accordance with applicable State of Illinois and United States federal laws.

“*Chicago Water System*” means a water system currently owned and operated by the City of Chicago.

“*Common Usage Rate*” means a rate to be paid by a Municipal Customer or Future Water Customer for a portion of the Aggregate Costs to be paid by such Municipal Customer or Future Water Customer, stated as a dollar cost per 1,000 gallons of Chicago Water delivered, and determined on the basis of the amount of Chicago Water delivered to such Municipal Customer or Future Water Customer at its Point(s) of Delivery in the applicable period.

“*Component*” means a material component of the Oak Lawn Regional Water System which provides service to a Municipal Customer or Future Water Customer, as applicable, based upon the report of an independent engineer.

“*Component Cost*” means the cost of a Component.

“*Component Cost Share*” means the share in a Component Cost determined by a fraction the numerator of which shall be a Municipal Customer’s or Future Water Customer’s 2030 Allocation, as applicable, and the denominator of which shall be the sum of the 2030 Allocations of the Municipal Customer or Future Water Customer, as applicable, which also are served by the Component; *provided, however*, that Oak Lawn has been allocated an additional Component Cost Share (resulting in an increased Proportionate Share) representing its ownership, right, and title to the Oak Lawn Reserved Share. On or after January 1, 2026, the Component Cost Share for any System Projects initiated or identified shall use the Municipal Customer’s or Future Water Customer’s 2045 Allocation in the numerator and the denominator shall be the sum of the 2045 Allocations of the Municipal Customer or Future Water Customer, as applicable, which also are served by the Component.

“*Conforming Agreement*” means a water sale, purchase and service agreement in substantially the form of this Agreement (excepting, expressly, the Statement of Mutual Cooperation Process, which may, but need not be, a part of any such Agreement) having no Favorable Provision.

“*Connection Fee Date*” means the date on which a Future Water Customer (1) connects to the Oak Lawn Regional Water System or (2) if such Customer is already connected to the Oak Lawn Regional Water System, the effective date of the new contract.

“*Corporate Consent Obtained*” means such term as is defined in Section 26.

“*Cost Methodology*” means the basis for allocation of Proportionate Shares hereunder, being the determination of Component Cost Shares based upon the report of an independent consulting engineer.

“*Country Club Hills*” means the City of Country Club Hills, Illinois.

“*Current System Capacity*” means the capacity of the existing Oak Lawn Regional Water System.

“*Current Year Allocation*” means the allocation of Chicago Water each Municipal Customer has received from the IDNR for each given year as conclusively determined for all purposes of this Agreement by reference to *Exhibit “D” or “D.1”*.

“*Daily Peaking Factor*” means the maximum amount of Chicago Water the Oak Lawn Regional Water System is capable of delivering to a given Municipal Customer but not less than an amount equal to such Municipal Customer’s Current Year Allocation divided by 365 (expressed in millions of gallons) multiplied by 2.0.

“*Default Costs*” means costs paid by Municipal Customers due to the default by other Municipal Customers to pay Aggregate Costs as required by Section 15; *provided, however*, such costs shall not include the portion of Aggregate Costs allocable to Equitable Return.

“*Default Costs Allocable to Bonds*” means the portion of Default Costs allocable to the payment of the amounts noted in clauses (1) to (5), inclusive, of Capital Costs and Charges.

“*Default Costs Allocable to Other Aggregate Costs*” means all Default Costs other than Default Costs Allocable to Bonds.

“*Default Proportionate Share*” means a percentage that is equal to 100 times a fraction, the numerator of which shall be the Proportionate Share (as defined herein) of each Municipal Customer and the denominator of which shall be the sum of the Proportionate Shares of all of the Municipal Customers then not in default with respect to a payment required for Bonds.

“*Effective Date*” means the date defined as such in the text of this Agreement in Section 41.

“*Electricity Costs*” means all costs of electricity, including demand charges, of the Oak Lawn Regional Water System allocated to each Municipal Customer in accordance with the relative shares as set forth in *Exhibit “F”* attached hereto.

“*Emergency Borrowings*” means such term as defined in Section 4.D.

“*Emergency Event*” means an unexpected condition that, if not addressed by Oak Lawn as the operator of the Oak Lawn Regional Water System, poses an immediate risk to the operation of or of failure to operate the Oak Lawn Regional Water System that will cause damage to health, property or the environment.

“*Emergency Event Costs*” means only those costs necessary to eliminate the immediate risk of damage to health, property or the environment presented by an Emergency Event, but not including the balance of the System Repair or Major Capital Cost necessary to complete any longer term repair or remediation that may be necessary thereafter.

“*Emergency Water Customers*” means customers purchasing Chicago Water from Oak Lawn on a short-term basis from time to time, which purchases are subject to the standards set forth in Section 7.D of this Agreement and will not adversely affect the Municipal Customers.

“*Equitable Return*” means the amount set forth as follows:

(A) for purposes of this definition, the following further terms are defined:

(1) “*Annual Increase*” means an increase in the rate of return over the rate for the prior Fiscal Year equal to the greater of 2% or the increase in the PPI, year over year, as most recently published;

(2) “*Initial Rate*” means \$0.05 (5 cents) per 1,000 gallons of Chicago Water delivered under this Agreement;

(3) “*Subsequent Rate*” means \$0.10 (10 cents) per 1,000 gallons of Chicago Water delivered under this Agreement;

(B) For the Fiscal Year 2014 and each Fiscal Year thereafter until the end of the Fiscal Year 2020, Equitable Return shall be the Initial Rate;

(C) For the Fiscal Year 2021 and each Fiscal Year thereafter until the end of the Fiscal Year after the Fiscal Year in which the 2013 Regional System Improvements are Substantially Complete and Operational, Equitable Return shall be the Subsequent Rate; and

(D) For each Fiscal Year thereafter Equitable Return means the rate of such return for the prior Fiscal Year plus the Annual Increase.

“*Executive Consent Obtained*” means such term as is defined in Section 26.

“*Existing Southeast Customer Contracts*” means the contracts in place as of July 1, 2013, pursuant to which Oak Lawn is supplying the Southeast System Customers with Chicago Water through the Oak Lawn Regional Water System and the Oak Lawn Southeast System.

“*Favorable Provision*” means any provision that is more advantageous to or protective of the interests of any other Municipal Customer or Future Water Customer than the provisions of this Agreement are to the interests of the Southeast System Customers; *provided, however*, that it shall not include any provision that is temporary in nature and addresses unique circumstances applicable only to the other Municipal Customer or Future Water Customer.

“*Financing Plan and Parameters*” means a plan and related parameters for the financing of the construction of one or more System Projects. Each Financing Plan and Parameters shall include (but are not limited to) the following elements: a description of the proposed Bonds, including the source of funds of the proposed Bonds, the structure (fixed, variable or other), the maximum principal amount, interest rate parameters, duration of the repayment period, and the time at which repayments by Oak Lawn will be required (if such repayment schedule necessitates that such Capital Costs and Charges be billed and payable on a schedule other than quarterly as described in Section 15.B), and the maximum amounts for the various reserve funds or accounts required in connection therewith.

“*Fiscal Year*” means the fiscal year of Oak Lawn and is the calendar year, January 1 through December 31; *provided, however*, that Oak Lawn may change its fiscal year or the fiscal year solely as it relates to the Oak Lawn Regional Water System from time to time upon reasonable notice to the Municipal Customers and upon taking reasonable transitional measures with respect to budgeting and establishment of rates.

“Force majeure” means acts of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of Chicago Water supply, and inability on the part of Oak Lawn to deliver Chicago Water, or of any Municipal Customer to receive Chicago Water, that is not as a result of the Party’s own actions or inactions, and on account of any other causes not reasonably within the control of the Party claiming such inability.

“Full Water Requirements” means, with respect to a Municipal Customer, the amount of Chicago Water necessary from time to time to meet the potable water requirements of (1) all then current customers served by the Municipal Customer Water System (including municipal use where applicable) whether within or outside of the corporate limits or applicable service area of the Municipal Customer, and (2) all then current customers served by a Municipal Customer’s wholesale Water System, if any.

“Future Improvements” means future improvements to a Municipal Customer Water System involving structures for the receipt of Chicago Water from Oak Lawn.

“Future Series Bonds” means, and is limited to, Bonds the proceeds of which are necessary or advisable to accomplish any lawful corporate purpose of the Oak Lawn Regional Water System, including but not limited to the following: (1) to repair, replace, maintain, rehabilitate or otherwise make more efficient or usable, or to improve the Oak Lawn Regional Water System in a manner to continue to serve or to better serve the Municipal Customers; (2) to otherwise improve or extend the Oak Lawn Regional Water System in a manner, which will not be likely to increase the costs to the Municipal Customers of Chicago Water service over the term of this Agreement; or (3) will result in long-term benefits to Oak Lawn and to the Municipal Customers, and includes Bonds in one or more series, issued from time to time, to refund or further refund such Bonds.

“Future Water Customers” means municipalities or private entities with whom Oak Lawn may enter into future written agreements to supply Chicago Water through the Oak Lawn Regional Water System.

“IDNR” means the State of Illinois Department of Natural Resources or a successor to the applicable responsibilities of such department.

“EPA” means the State of Illinois Environmental Protection Agency or a successor to the applicable responsibilities of such agency.

“Major Capital Costs” means, for any Fiscal Year, those acquisitions, repairs, replacements, rehabilitations, or improvements which would qualify as System Repairs but for their cost, either as a discrete Repair Item or due to the aggregate of such costs; *provided, however*, such term shall not include any costs of the 2013 Regional System Improvements.

“Matteson” means the Village of Matteson, Illinois.

“*Meters, Valves and Controls*” means the necessary meter vaults and water meters for measuring properly the quantity of Chicago Water delivered under this Agreement and the structures Oak Lawn deems necessary to house such equipment and devices.

“*Mokena*” means the Village of Mokena, Illinois.

“*Moody’s*” means Moody’s Investors Service, Inc., its successors and assigns, and, if such corporation shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by Oak Lawn.

“*Municipal Customer Improvements*” means improvements planned for construction by the Municipal Customers as set forth in *Exhibit “I”*.

“*Municipal Customers*” means the current municipal customers of the Oak Lawn Regional Water System as follows: (1) the Oak Lawn Retail Water System; (2) Chicago Ridge; (3) Country Club Hills as served by the Oak Lawn Southeast System (a part of the Oak Lawn Regional Water System); (4) Matteson as served by the Oak Lawn Southeast System (a part of the Oak Lawn Regional Water System); (5) Mokena as served through the Tinley Park Branch System; (6) New Lenox as served through the Tinley Park Branch System; (7) Oak Forest; (8) Olympia Fields as served by the Oak Lawn Southeast System (a part of the Oak Lawn Regional Water System); (9) Orland Park; (10) Palos Hills, (11) Palos Park; and (12) Tinley Park as served in part through the Tinley Park Branch System.

“*Municipal Customer Water System*” means the retail Water System currently owned and operated by each Municipal Customer.

“*Municipal Manager*” means the chief administrative officer of the Municipal Customer (whose title shall usually be “Village [City] Manager” or “Village [City] Administrator”).

“*New Lenox*” means the Village of New Lenox, Illinois.

“*New Series Bonds*” means the one or more series of Bonds that will be issued by Oak Lawn for the purpose of financing the cost of the 2013 Regional System Improvements, and includes Bonds in one or more series, issued from time to time, to refund or further refund such Bonds.

“*New Southeast Customer Agreement*” means the Chicago Water sale, purchase and service agreement between Oak Lawn and the Southeast System Customers, based upon a Conforming Agreement and may be used interchangeably with the term: Agreement.

“*North Customer Agreement*” means the Chicago Water sale, purchase and service agreements between Oak Lawn and North System Customers, as amended, based upon a Conforming Agreement

“*North System Customers*” means Chicago Ridge, Palos Hills, and Palos Park.

“*Oak Forest*” means the City of Oak Forest, Illinois.

“*Oak Lawn*” means the Village of Oak Lawn, Illinois.

“*Oak Lawn Regional Water System*” means all real or personal property now in existence or obtained in the future used or useful in the treating (if and to the extent applicable), pumping, and maintenance of water delivery or transmission of Chicago Water to the Municipal Customers, Future Water Customers and Emergency Water Customers, except as follows: real or personal property obsolete or deemed, in the reasonable discretion of Oak Lawn, to be no longer used or useful to the Oak Lawn Regional Water System, and also such conduit or other pipes and appurtenances to be purchased solely at the cost of Oak Lawn for any of its corporate purposes and laid in easements acquired in connection with the construction and operation of said system.

“*Oak Lawn Reserved Share*” means 5 million gallons of water per day reserved to Oak Lawn above and beyond the rights granted under this Agreement to the Oak Lawn Retail Water System to Chicago Water for the use of such Oak Lawn Retail Water System.

“*Oak Lawn Reserved Share Customer*” means a municipality or private entity purchasing Chicago Water from Oak Lawn and from the Oak Lawn Reserved Share.

“*Oak Lawn Retail Water System*” means that portion of the Oak Lawn Water System that is used to service its retail customers, as now in existence and as improved in the future.

“*Oak Lawn Southeast System*” means the system owned and operated by Oak Lawn serving the Southeast System Customers.

“*Old Bonds*” means outstanding bonds issued by Oak Lawn, the proceeds of which were used to acquire, construct and install the portions of the Oak Lawn Regional Water System as it now exists, and are as shown (with related debt service requirements) in *Exhibit “K”* attached hereto, and includes bonds in one or more series, issued from time to time, to refund or further refund such bonds; and the debt service requirements payable by the Municipal Customers on the Old Bonds are as set forth in *Exhibit “K”*.

“*Old Bonds Special Connection Fee*” means such term as is described in Section 21.D and *Exhibit “K”*.

“*Olympia Fields*” means the Village of Olympia Fields, Illinois.

“*Operation and Maintenance Costs*” means and includes the cost of Chicago Water pursuant to Section 15.A(1) of this Agreement, Electricity Costs, Pump Station Maintenance Costs, Transmission Main Maintenance Costs and System Operations Costs. All cost items assigned to any of these categories of costs of the operation and maintenance of the Oak Lawn Regional Water System shall be as itemized in the budget and as set forth in the Budget Template and to be listed generally in the format included in the Budget Template; *provided, however*, such categories shall exclude, expressly, depreciation or amortization costs or charges or costs or charges allocated and billed as Capital Costs and Charges; and, *provided, further*, that in the event

of any dispute as to the allocation of any Operations and Maintenance Costs, if it shall be determined that a cost is not properly allocable to any of the Electricity Costs, Pump Station Maintenance Costs or Transmission Main Maintenance Costs, in any re-computation, then such cost shall be deemed a System Operations Cost and be recouped in that manner.

“Orland Park” means the Village of Orland Park, Illinois.

“Orland Spur One Main” means the portion of the existing transmission main owned by Orland Park that begins at 146th Street and Central Avenue and ends at the existing Point of Delivery to Orland Park.

“Orland Spur Two Main” means a new transmission main that begins at 151st Street and the ComEd Corridor west of Harlem Avenue and ends at the existing Point of Delivery to Orland Park and is located in right-of-way other than 151st Street.

“Other Agreement” means an Oak Lawn contract or agreement for water sale, purchase or service with another Municipal Customer or Future Water Customer, other than an Oak Lawn Reserved Share Customer, that is approved by a party to such contract or agreement at any time during the Term of this Agreement or any extension of the Term.

“Other Non-Operating Charges” means charges or assessments to provide (1) a reserve for Operation and Maintenance Costs, (2) Equitable Return, (3) reserves for insurance purposes, whether to provide for tort or other liabilities or for insurance against damage or destruction or condemnation of the Oak Lawn Regional Water System, (4) net additional charges required by a rate covenant or rate covenants as made by Oak Lawn in connection with the issuance of Bonds, requiring rates for the Oak Lawn Regional Water System to be sufficient to provide for Operation and Maintenance Costs, payment of Bonds, and a certain additional percentage of Bond payments for what is known as “coverage,” deemed necessary or appropriate to obtain a rating in the second highest rating category by one or more appropriate rating agencies so providing a rating for Bonds (commonly referred to as “AA” or “Aa”), but in no event shall such coverage ratio be greater than 1.35, as may be set forth in any proceeding, resolution or ordinance or document so authorized, such as an indenture, of Oak Lawn providing for the issuance of Bonds, and which charge or assessment is not included within the definition of Capital Costs and Charges, and (5) amounts assessed for the Renewal, Repair and Replacement Reserve Fund.

“Palos Hills” means the City of Palos Hills, Illinois.

“Palos Park” means the Village of Palos Park, Illinois.

“Participating Customers” means the Municipal Customers and Future Water Customers (as more fully defined in Section 21.B).

“Party” or *“Parties”* means Oak Lawn and one or more of the Municipal Customers signatory hereto.

“*Permitted Borrowings*” means such term as is defined in Section 4.D, relating to the issuance of Future Series Bonds.

“*Points of Delivery*” means points of delivery of Chicago Water from the Oak Lawn Regional Water System to Tinley Park on behalf of the Tinley Park Branch System and the points of delivery to each of the other Municipal Customer Water Systems, all as shown in *Exhibit “B”* attached hereto.

“*PPI*” means the annual sum of the twelve (12) monthly increases or decreases in the Producer Price Index for Total Manufacturing Industries, not seasonally adjusted, as such monthly indexes appear in the PPI Detailed Report as published by the U.S. Department of Labor, Bureau of Labor Statistics, as finalized in May of each year for the previous calendar year, or if such index is no longer available, a reasonable replacement index.

“*Projected Consumption*” means the projected highest Chicago Water consumption of a Future Water Customer for any twelve (12) month period during the three years following the Connection Fee Date.

“*Proportionate Share*” means the share of the Capital Costs and Charges as charged under this Agreement and to be payable by each of the Municipal Customers, determined using the Cost Methodology, as a fair and equitable allocation, and is as set forth conclusively for all of the Municipal Customers as shown in *Exhibit “E”* or as calculated under *Exhibit “E.1”* attached hereto (said *Exhibit “E”* set forth in the alternative—Alternative 1 shall apply before the Effective Date of the Third Amendment to this Agreement and Alternative 2 shall apply on and after the Effective Date of the Third Amendment to this Agreement); *provided, however*, that the Proportionate Shares may be modified pursuant to Section 4.D(4).

“*Pump Station Maintenance Costs*” means all costs assigned to the maintenance of pumps and pump stations including System Repairs relating to same as reflected in the budget as set forth in the Budget Template, allocated to the Oak Lawn Retail Water System and to each Municipal Customer in accordance with the relative shares as set forth in *Exhibit “G”* attached hereto.

“*Regional System Revenues*” means all revenues from whatever source derived of the Oak Lawn Regional Water System, including all Municipal Customers; *provided, however*, Oak Lawn may exclude portions of such revenues from the lien of or the right to payment from any Bonds.

“*Regional System Revenue Bonds*” means, collectively, New Series Bonds and Future Series Bonds, as more fully defined in Section 4.

“*Renewal, Repair and Replacement Reserve Fund*” means the fund to be established by the Oak Lawn Regional Water System as provided by this Agreement to be used to provide a source of funds for Major Capital Costs, System Repairs, and Emergency Event Costs.

“*S&P*” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies Inc., its successors and assigns, and, if such entity shall no longer perform the functions

of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by Oak Lawn.

“*Security Deposit*” means such term as is defined in Section 20.C.

“*Southeast System Customers*” means Country Club Hills, Matteson, and Olympia Fields.

“*Southeast System Redundancy Project*” means such term as is defined in Section 13.E.

“*Southwest System Customers*” means Mokena, New Lenox, Oak Forest, Orland Park and Tinley Park.

“*Southwest System Customer Agreement*” means the Water Sale, Purchase and Service Agreement between Oak Lawn and the Southwest System Customers, as amended, based upon a Conforming Agreement.

“*Special Connection Fee*” means a charge to a Future Water Customer (as more fully defined in Section 21.B).

“*Substantially Complete and Operational*” means the status of the 2013 Regional System Improvements as substantially complete and operational, as certified by the independent engineer in responsible charge of the project, which certification shall include a statement that the system as so improved is then capable of delivering not less than 95% of the required Chicago Water to be supplied to the Southeast System Customers pursuant to this Agreement in the year 2030.

“*System Operations Costs*” means and includes those costs assigned to the operation and maintenance of the Oak Lawn Regional Water System including System Repairs but not including the cost of Chicago Water pursuant to Section 15.A(1) of this Agreement, Electricity Costs, Pump Station Maintenance Costs, and Transmission Main Maintenance Costs. Costs not itemized on the Budget Template that are not properly charged to any other category of Operations and Maintenance Costs may be added to this definition of System Operations Costs, and allocations of costs shown on the Budget Template may be modified, only by Executive Consent Obtained; *provided, however*, that where Oak Lawn proposes to add a cost to this definition based on generally accepted accounting principles, Oak Lawn may do so without Executive Consent Obtained if it demonstrates that (1) the cost due to such principles is a required item and not a discretionary item, (2) Oak Lawn’s proposed implementation is an efficient and cost effective manner of implementation of the requirement, and (3) the cost does not add a cost to the Southeast System Customers in an amount of more than \$0.0125 (1.25 cents) per 1,000 gallons of Chicago Water delivered times the gallons so delivered in the Fiscal Year in which it is added; and *provided further* that Oak Lawn may not further increase that cost in any subsequent Fiscal Year without Executive Consent Obtained.

“*System Project*” means the proposed 2013 Regional System Improvements and each future Oak Lawn Regional Water System acquisition, repair, replacement, improvement or

extension, whether paid for by Regional System Revenue Bonds or other sources of funds , which shall include feasibility studies, engineering, legal, financing, land and easement purchases, construction, permitting, project management, charge orders, insurance, and contingencies related thereto.

“*System Repairs*” means, for any Fiscal Year, those acquisitions, repairs, replacements, rehabilitations, or improvements, including for any Emergency Events (each, a “*Repair Item*”), necessary or advisable in the reasonable discretion of Oak Lawn for the continued efficient and effective operation of the Oak Lawn Regional Water System the costs of which do not exceed \$300,000 for Fiscal Year 2014, and for each Fiscal Year thereafter, said sum of \$300,000 adjusted for any increase or decrease in the PPI from that in effect for the year 2014.

“*Tax-Advantaged Status*” means a status governed by federal income tax law excluding from gross income for federal income tax purposes of the interest on any Bond or Bonds or the entitlement to a credit payment from the United States Treasury as relates to any Bond or Bonds.

“*Tax Laws*” means the federal income tax laws, as amended from time to time, including but not limited to, Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction.

“*Tinley Park*” means the Village of Tinley Park, Illinois.

“*Tinley Park Branch System*” means a system not owned or operated by Oak Lawn serving Tinley Park, Mokena and New Lenox, and which may serve the Illinois American Water Company at its service area in the Village of Orland Hills and vicinity, and shall not be part of the Oak Lawn Regional Water System.

“*Transmission Main Maintenance Costs*” means all costs assigned to the maintenance of transmission elements of the Oak Lawn Regional Water System including pipes, and Meters, Valves and Controls, and including System Repairs relating to the same as reflected in the budget as set forth in the Budget Template, and allocated to the Oak Lawn Retail Water System and to each Municipal Customer in accordance with the relative shares as set forth in *Exhibit “H”*.

“*Water System*” means a municipal water system for the supply of water, including but not limited to all facilities and equipment, land, easements, rights-of-way over lands and waters, pumping, storage facilities, mains, pipelines and appurtenances acquired and used or useful for the purposes of treating, providing and transmitting water to customers of such municipality, and also includes, where in place, such facilities, equipment, land, water rights, easements, rights-of-way, and appurtenances so acquired and used or useful for the purpose of taking and treating water.

“*2013 Financing Plan and Parameters*” means the Financing Plan and Parameters for the 2013 Regional System Improvements as set forth in *Exhibit “O”* hereto.

“*2013 Regional System Improvements*” means improvements and expansions to the Oak Lawn Regional Water System determined by Oak Lawn with the goal of providing Municipal

Customers with an adequate supply of Chicago Water; and such improvements and expansions shall include but not be limited to the installation of a “West Side Transmission Main,” the Southeast System Redundancy Project and associated piping, valves, pump station improvements, standby engine generator improvements, and electrical distribution and motor control equipment improvements; and the preliminary description of which improvements is as depicted in *Exhibit “C”* attached hereto; and include, further, all legal, financial, engineering, advisory, Bond issuance and reserves, and other reasonably related costs of providing and financing such improvements or expansions.

“2030 Allocation” means the allocation of Chicago Water each Municipal Customer receives from the IDNR for the year 2030, fixed for purposes of this Agreement at the amounts shown in *Exhibit “D”*.

“2045 Allocation” means the allocation of Chicago Water each Municipal Customer receives from the IDNR for the year 2045, fixed for the purpose of this Agreement at the amounts shown in *Exhibit “D.1”*.

Certain terms may be defined in the text above and below.

Section 2. Oak Lawn to Serve and Municipal Customers to Take.

A. Basic Duties. Subject to the terms of this Agreement, Oak Lawn will provide and serve Chicago Water to the Municipal Customers through the Oak Lawn Regional Water System, and the Municipal Customers shall take Chicago Water and pay for same.

B. Nature of Payment Obligation; Take or Pay Obligation. Payments to be made under this Agreement shall be an operation and maintenance expense of each Municipal Customer Water System. Each Municipal Customer covenants that it will expressly provide in any future ordinance, resolution or other proceeding which obligates its Municipal Customer Water System for the payment of money that it will expressly declare payments pursuant to this Agreement to be an operation and maintenance expense. All Capital Costs and Charges due and payable hereunder shall be due and payable without setoff or counterclaim and irrespective of whether such supply of Chicago Water is ever furnished, made available or delivered to the Municipal Customer from the 2013 Regional System Improvements or whether any project for the supply of Chicago Water contemplated by this Agreement is completed, operable or operating and notwithstanding any suspension, interruption, interference, reduction or curtailment of the supply of Chicago Water from any such project.

Section 3. Conditions Precedent and Subsequent. It is expressly understood and agreed that any obligation on the part of Oak Lawn to deliver Chicago Water from the Oak Lawn Regional Water System as improved by the 2013 Regional System Improvements shall be expressly conditioned upon the following: (1) the Chicago-Oak Lawn Agreement being in full force and effect during the duration of this Agreement and Oak Lawn’s ability to secure and maintain an adequate supply of Chicago Water under the Chicago-Oak Lawn Agreement. Notwithstanding anything contained herein to the contrary, Oak Lawn shall not be obligated to supply Chicago Water in volume, flow rate or quality in excess of the Chicago Water which

Chicago supplies to Oak Lawn; (2) approval by Chicago when required pursuant to the Chicago-Oak Lawn Agreement; (3) sale of the New Series Bonds, obtaining other financing, or a combination of New Series Bonds and other financing, in an amount or amounts sufficient to assure payment of all costs of the 2013 Regional System Improvements; (4) obtaining all necessary material, labor and equipment necessary for completion of the 2013 Regional System Improvements; and (5) receiving the necessary permits and approvals of all federal, state and local governmental entities and agencies having jurisdiction over the 2013 Regional System Improvements or any aspect of same.

Section 4. Bonds; Finance.

A. Regional System Revenue Bonds. Oak Lawn and the Southeast System Customers understand and agree as to the following: (1) Old Bonds remain outstanding, are the obligations of certain Municipal Customers and are payable directly to Oak Lawn, not as Regional System Revenues, but as an independent obligation of the named Municipal Customers, all as described in *Exhibit "K"*; (2) Oak Lawn intends to issue New Series Bonds to pay the costs of the 2013 Regional System Improvements, some of which costs have already been incurred and paid and will be reimbursed from the proceeds of New Series Bonds; (3) New Series Bonds will be payable from Regional System Revenues; (4) for the proper management and operation of the Oak Lawn Regional Water System in the future, Oak Lawn intends to issue, from time to time, Future Series Bonds, payable from Regional System Revenues; and (5) all such Bonds except the Old Bonds as enumerated shall constitute the "*Regional System Revenue Bonds*".

B. Plan of Finance and Issuance of New Series Bonds for Purposes of 2013 Regional System Improvements. Oak Lawn shall use the proceeds of any New Series Bonds for paying the costs of the 2013 Regional System Improvements and for paying the costs of the refunding of said bonds from time to time in accordance with this Section 4.B and Section 4.C.

(1) Oak Lawn has submitted to the Municipal Customers a plan and parameters for the financing of the construction (collectively, "*2013 Financing Plan and Parameters*") of the 2013 Regional System Improvements with the New Series Bonds. The 2013 Financing Plan and Parameters are set forth in *Exhibit "O"* hereto. The 2013 Financing Plan and Parameters so submitted are hereby approved by the Southeast System Customers.

(2) The issuance of any New Series Bonds by Oak Lawn for the purpose of paying the costs of the 2013 Regional System Improvements shall be conditioned upon the following:

(a) If prior to the issuance of any New Series Bonds for the purpose of 2013 Regional System Improvements, Oak Lawn determines that its proposed financing will be in compliance with the Financing Plan and Parameters, Oak Lawn shall provide written notice to each Municipal Customer of such financing not less than forty-five (45) calendar days prior to the issuance of the New Series Bonds, which notice shall include a discussion demonstrating that the proposed New Series Bonds will be in compliance with the Financing Plan and Parameters and be

accompanied by a certificate from a registered municipal advisor that in his or her (their) opinion, the proposed New Series Bonds will be in compliance with the Financing Plan and Parameters; *provided, however*, that no approval or consent of any kind will be required from the Municipal Customers in connection with the issuance of said New Series Bonds; or

(b) If prior to the issuance of any New Series Bonds for the purpose of paying the costs of the 2013 Regional System Improvements, Oak Lawn determines that its proposed financing will not be in compliance with the Financing Plan and Parameters, Oak Lawn shall provide to each Municipal Customer sufficient information to demonstrate why the proposed New Series Bonds will not comply with the Financing Plan and Parameters and shall explain the details of the proposed New Series Bonds. In this event, Oak Lawn shall not issue any portion of the New Series Bonds without Corporate Consent Obtained. Such consent may be requested for either the specific Bonds then to be issued or for an amendment to the subject Financing Plan and Parameters, or both.

C. Issuance of New Series Bonds for Refunding Purposes. The issuance of any New Series Bonds by Oak Lawn for a refunding purpose shall be conditioned upon the following:

(1) If Oak Lawn determines to issue New Series Bonds for refunding purposes and the proposed debt service for said refunding bonds will be in compliance with the Financing Plan and Parameters, Oak Lawn shall provide written notice to each Municipal Customer not less than forty-five (45) calendar days prior to the issuance of said refunding Bonds, which notice shall include a discussion demonstrating that the proposed New Series Bonds will be in compliance with the Financing Plan and Parameters and be accompanied by a certificate from a registered municipal advisor that in his or her (their) opinion, the proposed New Series Bonds will be in compliance with the Financing Plan and Parameters; then such refinancing may be undertaken by Oak Lawn without the consent of the Municipal Customers; or

(2) If Oak Lawn determines that the proposed debt service on said refunding bonds will not be in compliance with the Financing Plan and Parameters, Oak Lawn shall provide to each Municipal Customer sufficient information to demonstrate why the proposed New Series Bonds will not comply with the Financing Plan and Parameters and shall explain the details of the proposed New Series Bonds. In this event, Oak Lawn shall not issue any portion of the New Series Bonds for refunding purposes without Corporate Consent Obtained. Such consent may be requested for either the specific Bonds then to be issued or for an amendment to the subject Financing Plan and Parameters, or both.

D. *Plan of Finance; Issuance of Future Series Bonds for Non-Refunding Purposes.* The issuance of any Future Series Bonds for non-refunding lawful corporate purposes of the Oak Lawn Regional Water System by Oak Lawn shall be conditioned upon the following:

(1) For any issue of Future Series Bonds that meets each of the following conditions (“*Permitted Borrowings*”);

(a) debt service on all Permitted Borrowings shall not exceed \$100,000 for Fiscal Year 2014 and, for each Fiscal Year thereafter, said sum adjusted for any increase or decrease in the PPI from that in effect for the year 2014; and

(b) the term of any given Permitted Borrowing shall not be longer than ten (10) years;

Oak Lawn shall provide written notice to each Municipal Customer of such Permitted Borrowing not less than thirty (30) days prior to the issuance of same; *provided, however*, that no approval or consent will be required from the Municipal Customers.

(2) Further, for any issue of Future Series Bonds that meets each of the following parameters (“*Emergency Borrowings*”), Oak Lawn shall be authorized to issue such Future Series Bonds:

(a) If the Bonds are to be issued to pay Emergency Event Costs; and

(b) Pursuant to Executive Consent Obtained.

For purposes of this Section 4.D(2), notice to a Municipal Customer shall be by telephone and confirmed in writing immediately by notice pursuant to Section 34 of this Agreement. Consent or denial of consent must be received in writing by email received within one week after the receipt of the written notice.

(3) For any Future Series Bonds that do not constitute Permitted Borrowings or Emergency Borrowings, Oak Lawn shall not issue such Future Series Bonds without Corporate Consent Obtained. Such consent shall be requested pursuant to a new Financing Plan and Parameters relating to the project or improvements then proposed. In the event a Financing Plan and Parameters is approved, each series of Future Series Bonds issued pursuant thereto shall be subject to the same procedural provisions as for New Series Bonds, contained at Section 4.B(2)(a) and (b), as applicable.

(4) The Proportionate Shares are as set forth in the table for that purpose in Alternative 2 of *Exhibit “E”*. That set of Proportionate Shares is based on the Oak Lawn Regional System being comprised of the physical assets of the System as it exists on the Effective Date and as improved by the 2013 Regional System Improvements. It is possible that a future System Project could be proposed that provides substantial improvements that benefit only the Southeast System Customers (as opposed to routine maintenance and repair of existing facilities) which proposal would affect Proportionate Shares (increasing

same for the Southeast System Customers so served), with the exception of the Southeast System Redundancy Project set forth in Section 13.E of this Agreement. It is expressly acknowledged that a proposal for Future Series Bonds to pay for such a System Project prior to January 1, 2026, shall include a new proposed table of Proportionate Shares supported by the Cost Methodology.

(5) For any System Project identified or initiated on or after January 1, 2026, the Proportionate Shares shall be calculated pursuant to the Cost Methodology as described in *Exhibit "E.1"*; said Proportionate Shares to be approved and conclusively determined by Corporate Consent Obtained at the time such Corporate Consent [is] Obtained for the Future Series Bonds. Feasibility studies for potential System Projects may be paid by the Oak Lawn Regional Water System upon Executive Consent Obtained or may be paid or reimbursed with proceeds of Bonds.

E. Issuance of Future Series Bonds for Refunding Purposes. The issuance of any Future Series Bonds by Oak Lawn for refunding purposes shall be conditioned upon the following:

(1) If Oak Lawn determines to issue Future Series Bonds for refunding purposes and the proposed debt service for the refunding bonds will be in compliance with a given Financing Plan and Parameters previously approved pursuant to Subsection D(3) of this Section above, Oak Lawn shall provide written notice to each Municipal Customer not less than forty-five (45) days prior to the issuance of said refunding Bonds, which notice shall include a discussion demonstrating that the proposed Future Series Bonds will be in compliance with the Financing Plan and Parameters and be accompanied by a certificate from a registered municipal advisor that in his or her (their) opinion, the proposed Future Series Bonds will be in compliance with the Financing Plan and Parameters; then such refinancing may be undertaken by Oak Lawn without the consent of the Municipal Customers, or

(2) If Oak Lawn determines that the proposed issuance of Future Series Bonds will not be in compliance with a Financing Plan and Parameters previously approved pursuant to Section 4.D(3), Oak Lawn shall provide to each Municipal Customer sufficient information to demonstrate why the proposed Future Series Bonds will not comply with the Financing Plan and Parameters and shall explain the details of the proposed Future Series Bonds. In this event, Oak Lawn shall not issue Future Series Bonds for refunding purposes without Corporate Consent Obtained. Such consent may be requested for either the specific Bonds then to be issued or for an amendment to the subject Financing Plan and Parameters, or both.

F. Cash Contributions. A Municipal Customer may provide a cash contribution at the time Oak Lawn proposes to issue any Bonds which are not Permitted Borrowings, Emergency Borrowings or Bonds to be issued to the IEPA pursuant to its water facilities loan program (or successor program) upon the terms and conditions as follows:

(1) Within thirty (30) days after receipt of notice by Oak Lawn of its intention to issue such Bonds, a Municipal Customer shall notify Oak Lawn of its intention to deliver

cash for all or a part of such Municipal Customer's Proportionate Share of such Bond issue. Such notice shall be irrevocable and shall bind the Municipal Customer to pay to Oak Lawn for deposit into the appropriate project or refunding account the amount of such cash on or before the date of the closing of such Bonds. Oak Lawn shall reduce the size of the proposed Bond issue by the amount of the cash contribution to be supplied by the Municipal Customers.

(2) In consideration of the cash contribution, the Municipal Customer shall be deemed to have loaned the Oak Lawn Regional Water System such cash and have acquired a repayment obligation calculated as if the Municipal Customer shall have acquired a Bond having the position of a third lien Bond within the accounts of the Oak Lawn Regional Water System, which third lien Bond shall be deemed to amortize at the same rate, bearing the same rate or rates of interest, for the same term of years as the Bonds against which the cash contribution shall have been made.

(3) In each month in which a Capital Costs and Charges payment is due, Oak Lawn shall assess the amount necessary to repay the loan represented by the deemed Bond described above, including assessing the Municipal Customer to whom the repayment is due. Upon the payment due dates of the loan represented by the deemed Bond described above, the Municipal Customer shall be credited with the amounts so due to the extent funds are available in the fund or account from which third lien Bonds are payable, such credit to be applied against the next monthly bill due from such Municipal Customer for all its share of Aggregate Costs.

G. Other System Project and Related Financing Permitted. Notwithstanding any other provision of this Agreement, Oak Lawn may proceed with a System Project and the payment of the costs of such System Project upon the following terms and conditions:

(1) Oak Lawn shall have sought approval of such System Project and related financing, if financing is contemplated, in accordance with the other terms and conditions of this Agreement and shall not have received the necessary consent (either Executive Consent Obtained or Corporate Consent Obtained, as applicable) to such System Project or to the related issuance of Future Series Bonds.

(2) Oak Lawn shall notify the Municipal Customers of its intent to acquire and construct the System Project notwithstanding that consent has not been obtained.

(3) Oak Lawn shall construct and operate the System Project in such a manner as shall not have any adverse impact on or be detrimental to its ability to provide Chicago Water to all the Municipal Customers as required by this Agreement.

(4) The cost of such System Project shall be borne by Oak Lawn itself or by Oak Lawn and such other persons as may agree to pay for all or a portion of same pursuant to payments which are to be made either by a source of funds other than revenues of a Municipal Customer Water System (such as cash on hand not derived from Regional System Revenues or the proceeds of general obligation bonds) or, if payable from revenues

of a Municipal Customer Water System, such payments are wholly subordinated to all payments of such Municipal Customer due under the terms of this Agreement.

Section 5. *Limitation of Use of Oak Lawn Regional Water System.* Without Executive Consent Obtained of the Municipal Customers affected by the proposed retail sales, Oak Lawn shall not engage in retail sales or distribution of Chicago Water to any residents or customers of (a) the Municipal Customers (except for customers of the Oak Lawn Retail Water System) or (b) the Municipal Customers' customers.

Section 6. *Water Supply.*

A. Serve and Purchase Full Water Requirements; Exceptions. Subject to the provisions stated in this Agreement, each Municipal Customer agrees to purchase from Oak Lawn, and Oak Lawn agrees to sell to such Municipal Customer, an amount of Chicago Water necessary to serve its Full Water Requirements; *provided, however,* that Oak Lawn's obligation to each Municipal Customer to deliver Chicago Water hereunder shall be limited as follows: (1) prior to the completion of construction of the 2013 Regional System Improvements, the amount of Chicago Water to be delivered to any Municipal Customer shall be subject to the limitations of the existing Oak Lawn Regional Water System; (2) for all Municipal Customers, to a maximum annual amount determined on the basis of the then Current Year Allocations of such Municipal Customer and any wholesale customer of such Municipal Customer; and (3) for all Municipal Customers, to a maximum daily amount not in excess of such Municipal Customer's Daily Peaking Factor. In the event that due to limitations of the Lake Michigan Water allocations by IDNR or Oak Lawn Regional Water System incapacities, the Full Water Requirements of a Municipal Customer are not able to be served, Municipal Customers may seek an alternate source of supply of water to provide the difference between what the Oak Lawn Regional Water System is capable of providing, taking into account such IDNR allocations, and Full Water Requirements. The Oak Lawn Regional Water System incapacities giving rise to the ability of Municipal Customers to seek an alternate source of supply of water must be evidenced by either (a) express acknowledgement by Oak Lawn or (b) failure or inability of the Oak Lawn Regional System to deliver the Full Water Requirements to a Municipal Customer for not less than ten (10) days a month for three (3) consecutive months, which failure or inability is not due to (i) a break or damage to the Oak Lawn Regional Water System which is being repaired or (ii) construction or reconstruction within the Oak Lawn Regional Water System pursuant to the Asset Management Program.

B. Continuous Water Supply. Oak Lawn undertakes to use reasonable care and diligence to provide a continuous supply of Chicago Water as herein provided for, but reserves the right at any time to turn off temporarily the Chicago Water in its mains for emergency and maintenance purposes. Oak Lawn shall give to the Municipal Customers notice not less than fourteen (14) days in advance of any such turn-off, except that in emergencies it shall give notice which is reasonable under the particular circumstances of any turn-off for emergency purposes. If, at any time during the term of the Agreement, the Total Regional System Design Capacity Available, as set forth in *Exhibit "D"* or *"D.1"*, is demonstrated to be less than that set forth in *Exhibit "D"* or *"D.1"*, based upon the methodology set forth for long-term capacity in *Exhibit "L"*, then, Oak Lawn shall immediately undertake a system design capacity study to determine the cause of the deficiency.

Such study shall be performed by an independent consulting engineer and the result of the study, including its recommendations, shall be provided to the Municipal Customers for review and comment. If the deficiency is the result of an operational or maintenance issue requiring no improvement to the Oak Lawn Regional Water System, Oak Lawn shall correct the cause of the deficiency as soon as practicable and demonstrate that the System design capacity has been restored. If the deficiency requires further improvements to the Oak Lawn Regional Water System to correct, Oak Lawn shall coordinate and provide such improvements as soon as practicable. Such improvements shall be deemed a “System Project” and shall generally entail: (1) commencing a study of the improvement needed; (2) preparing a design (*i.e.*, plans and specifications) of the improvement; and (3) obtaining funding pursuant to this Agreement and thereupon constructing the improvement. In addition to any other rights under this Agreement, the Municipal Customers shall have the right to review and comment on the proposed System Project and all related studies and designs prepared by or for Oak Lawn.

C. Delivery of Additional Water. Each Municipal Customer may request from Oak Lawn the use of Available Capacity during the term of this Agreement. Such a request shall be for up to a one-year period as specified in the request. Such use shall not be unreasonably denied by Oak Lawn, *provided* that: (1) an independent consulting engineer selected by Oak Lawn has determined that Available Capacity exists using the methodology set forth in *Exhibit “L”* and such determination has been approved by the Executive Consent Obtained of Municipal Customers having not less than seventy-five percent (75%) of the 2030 Allocations; (2) the requesting Municipal Customer’s use of Available Capacity will not cause the Municipal Customer to exceed its Current Year Allocation for the year in which the request is made, except to the extent permitted by law; (3) the requesting Municipal Customer’s use of Available Capacity will not adversely affect Oak Lawn’s ability to deliver Chicago Water to other Municipal Customers as required by contracts with those Municipal Customers; and (4) the requesting Municipal Customer’s use of Available Capacity does not compromise Oak Lawn’s ability to comply with the terms and conditions of the Chicago-Oak Lawn Agreement. The Parties understand that the use of Available Capacity, if granted, may occasionally cause a Municipal Customer to exceed the Daily Peaking Factor. Such excess use will not be construed as a breach of this Agreement *provided* the aforementioned Available Capacity use provisions have been satisfied. Municipal Customers shall compensate Oak Lawn for the use of Available Capacity in accordance with Section 15.

D. Curtailment. If it becomes necessary for Oak Lawn to limit its delivery of Chicago Water to Municipal Customers or Future Water Customers for any reason, then each Municipal Customer, and each Future Water Customer whose water supply agreement provides for a pro rata share in the event of curtailment, shall be entitled to receive a share of Chicago Water during such period of curtailment as determined by the ratio of its Current Year Allocation (or such lesser amount to which such Customer may be entitled pursuant to its water supply agreements) to the sum of the Current Year Allocations (or such lesser amount to which such Customer may be entitled pursuant to its water supply agreements) of all such entities entitled to Chicago Water.

E. Pressure at Delivery. Oak Lawn shall supply Chicago Water to the Municipal Customers at their respective Points of Delivery at a pressure sufficient to deliver the Chicago Water and, from and after the date the 2013 Regional System Improvements are Substantially Complete and Operational, the pressure at the meter at each Point of Delivery shall in no event be

less than 20 pounds per square inch, except when permitted by federal or state law. Oak Lawn shall not provide Chicago Water at a pressure such that it may cause damage to the Municipal Customers' Water Systems.

F. Certain Water Quality Provisions. Oak Lawn shall provide Chicago Water at each Municipal Customer Point of Delivery of a quality not less than as provided under the Chicago-Oak Lawn Agreement. If said water quality degrades below that required under the Chicago-Oak Lawn Agreement and a means of correction is available to Oak Lawn as a result of the completion of the 2013 Regional System Improvements, Oak Lawn shall use all commercially reasonable efforts to correct the degradation. If said water quality degrades below that required by the Chicago-Oak Lawn Agreement and no means of correction is available to Oak Lawn to correct the degradation without further improvement to the Oak Lawn Regional Water System, Oak Lawn shall coordinate and provide such improvements as soon as practicable. Such improvements shall be deemed a "System Project" and shall generally entail: (1) commencing a study of the improvement needed; (2) preparing a design (*i.e.*, plans and specifications) of the improvement; and (3) obtaining funding pursuant to this Agreement and thereupon constructing the improvement. In addition to any other rights under this Agreement, the Southeast System Customers shall have the right to review and comment on the proposed System Project and all related studies and designs prepared by or for Oak Lawn.

Section 7. Certain Permitted Service and Connections.

A. Municipal Customer Service and Connections Generally. Each Municipal Customer shall have the exclusive right to serve and distribute Chicago Water to: (1) its current customers, whether or not within its corporate limits; (2) future customers on land presently located within its limits; (3) future customers on land lawfully annexed by it; and (4) future customers not within its corporate limits, subject to the provisions of the Chicago-Oak Lawn Agreement. Municipal Customers shall have the right to maintain and use existing wells or other alternate sources of water to meet emergency needs when Oak Lawn is not able to provide Full Water Requirements to such Municipal Customers. Municipal Customers shall have the right to maintain and use emergency connections with adjacent communities for mutual assistance purposes. The emergency well or alternate supply usage or emergency connections shall not be used without notifying Oak Lawn within forty-eight (48) hours after a required use.

B. Wholesale Service and Connections Recognized. Oak Lawn and all the Municipal Customers expressly recognize the full right and privilege of (i) Tinley Park through the Tinley Park Branch System to serve Tinley Park, Mokena, New Lenox and the Illinois American Water Company within its service area in the Village of Orland Hills and vicinity within the Current Year Allocations provided, (ii) Orland Park through its Municipal Customer Water System to serve the Illinois American Water Company within its service area in the area commonly known as "Alpine Heights" and vicinity within the Current Year Allocations provided, and (iii) Tinley Park or Mokena through its respective Municipal Customer Water System to serve the Illinois American Water Company within its service area in the area commonly known as "Arbury Hills" and vicinity within the Current Year Allocations provided.

C. *Oak Lawn Service and Connections.* Subject to the provisions of Sections 7.A and 7.B and Section 6.A, Oak Lawn shall have the sole and exclusive right to service the Municipal Customers and Future Water Customers, not located within any Municipal Customer's corporate limits, through the Oak Lawn Regional Water System; *provided, however,* that with respect to such Future Water Customers, Oak Lawn is able to adequately and fully service not only Municipal Customers' water requirements as provided in this Agreement, but also all customers being serviced through the Oak Lawn Regional Water System at such time pursuant to such agreements as are then in place; and *provided further* that any such additional customer is to be served with facilities designed and constructed in accordance with sound engineering principles.

D. *Emergency Customers.* Oak Lawn may enter into mutual assistance agreements for emergency service with other suppliers of water; *provided,* that such service, if it is not limited to being provided solely from the Oak Lawn Reserved Share, shall be subject to the limitations as follows: "emergency" for purposes of this limitation shall exclude seasonal peaking requirements and shall generally be limited to system breaks, temporary loss of supply, or similar events; and, *provided, further,* if such emergency service results in any curtailment of service to the Southeast System Customers, such emergency service shall not continue beyond five (5) days during the period from May 15 and ending September 15 of any year or ten (10) days during any other period. Oak Lawn may also provide emergency service without meeting the requirements or beyond the limits set forth in this paragraph pursuant to Executive Consent Obtained. For purposes of this paragraph, Executive Consent Obtained shall be provided or denied within forty-eight (48) hours after notice from Oak Lawn. For purposes of this section, notice to a Municipal Customer shall be by telephone and confirmed in writing immediately by notice pursuant to Section 34.

E. *Other Service by Amendment.* Except as otherwise provided in this Agreement, upon written amendment to this Agreement, Municipal Customers may service other municipalities or private entities, not located within their corporate limits, through or with Chicago Water supplied by the Oak Lawn Regional Water System, upon such terms and conditions as may be agreed to by Oak Lawn and each (100%) of the Municipal Customers affected.

Section 8. Certain Mutual Storage, Operation and Conservation Provisions; Asset Management Program; Certain System Project and Related Financing Permitted.

A. *Municipal Customer Storage Requirements.* Each Municipal Customer shall maintain and operate, at its own cost and expense, facilities for the storage of Chicago Water sufficient in the aggregate to store not less than two (2) times its respective average day's use of water (calculated on an average annual daily basis).

B. *Operation of Municipal Customer Water Systems.* Municipal Customers agree to operate their respective Municipal Customer Water System from the Point of Delivery on to the Municipal Customer's customers in such a manner as to not place the Oak Lawn Regional Water System in jeopardy of failing to meet: (1) the regulations of any agency or governmental authority having jurisdiction in the operation of public water supplies; or (2) the commitments to other Municipal Customers and to Future Water Customers and to Chicago (except when such commitments could be in violation or derogation of Oak Lawn's obligations to Municipal Customer's rights under this Agreement). If a Municipal Customer shall fail to operate its

respective Municipal Customer Water System as described in this Section 8.B after ninety (90) days written notice to do so by Oak Lawn, or in the case of an emergency, such reasonable notice as may be given under the circumstances, Oak Lawn may, in the reasonable discretion of Oak Lawn, (a) turn-off or curtail its delivery of Chicago Water to said Municipal Customer or (b) repair or replace, but is not obligated to, the appropriate parts of said Municipal Customer Water System, as is necessary for the proper operation of the Oak Lawn Regional Water System, and the cost of such repairs or replacement, including engineering costs, attorney's fees, and permitting fees relating thereto, shall be charged to and paid by said Municipal Customer. No such non-emergency repair or replacement of a Municipal Customer Water System shall be performed by Oak Lawn without first obtaining all necessary permits from entities with jurisdiction over the proposed repair or replacement, which permits, if to be issued by such Municipal Customer, shall not be unreasonably withheld. Upon request from Oak Lawn, each Municipal Customer will provide to Oak Lawn access to SCADA system near real-time data, including daily and weekly tallies, sufficient to allow monitoring of operating conditions within its Municipal Customer Water System (and, for Municipal Customers that provide Chicago Water to wholesale customers, further, of the operating conditions of the water systems of each of such wholesale Chicago Water customers), which access to such data shall be provided not later than one year after such request but in no event prior to the date which is one year after the 2013 Regional System Improvements are Substantially Complete and Operational.

C. Notice in Certain Events Regarding Water Supply. Municipal Customers also agree to notify Oak Lawn as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quantity or the quality of the Chicago Water received hereunder or the Oak Lawn Regional Water System.

D. Conservation. Each Municipal Customer further agrees to take measures to conserve and prevent waste of water and not to exceed its respective Daily Peaking Factor, except as provided in Section 6.C of this Agreement.

E. In General—Operation of Oak Lawn Regional Water System. Oak Lawn will take all steps necessary so that the Oak Lawn Regional Water System may at all times be operated advantageously and efficiently, and in compliance with all applicable federal, state and local laws, codes, ordinances, rules and regulations. To that end, Oak Lawn shall take steps to incorporate best practices for the operation, administration and management of the Oak Lawn Regional Water System which include, without limitation, the following:

(1) Maintenance of the Oak Lawn Regional Water System in good working order, completing necessary repairs in a manner consistent with good utility practices, and maintaining proper documentation of same.

(2) Exercise all valves in the Oak Lawn Regional Water System not less than once every twenty-four (24) months, and provide a report or other suitable documentation to the Municipal Customers demonstrating completion and results after implementation of the 2013 Regional Water System Improvements.

(3) Response to emergency situations involving the Oak Lawn Regional Water System, such as main breaks, pump failures and other emergency situations, immediately upon identifying the emergency, and maintenance of an adequate inventory of spare parts and materials, such as pipes and valves, as well as contractors ready and available to respond on short notice to ensure completion of necessary repairs in a timely manner.

(4) Not later than one year after the 2013 Regional System Improvements are Substantially Complete and Operational, provide access to SCADA system near real-time data, including daily and weekly tallies, sufficient to allow monitoring of operating conditions of the Oak Lawn Regional Water System.

(5) Provide the following reports to the Municipal Customers upon request: (i) daily flow reports, and (ii) such annual, monthly and other flow and usage reports normally produced by Oak Lawn; *provided, however*, that this provision is not intended to require Oak Lawn to create reports that it does not regularly produce.

(6) Conduct a leak detection survey of not less than ten (10%) percent of the Oak Lawn Regional Water System on an annual basis to determine water losses in the System and identify areas of the Oak Lawn Regional Water System requiring improvements to resolve leakage, including provision of a written report to the Municipal Customers describing all findings and recommendations from the surveys.

(7) Conduct regular monitoring and testing of all cathodic protection systems used as part of the Oak Lawn Regional Water System, and identify where operating conditions and/or levels of protection may have changed, with copies of reports of such testing and analysis to be provided to the Municipal Customers upon request, when available.

F. Asset Management and Asset Management Program. Oak Lawn will identify and implement best management practices and standards for the Oak Lawn Regional Water System. To that end, within two (2) years after the Effective Date, Oak Lawn will provide an Asset Management Program. The Asset Management Program shall thereafter be updated biennially. To be effective for the provisions of this Agreement, the Asset Management Program and any annual updates must be approved by Executive Consent Obtained. Upon such consent, Oak Lawn shall implement such Asset Management Program.

Section 9. Measuring Equipment.

A. Measuring Supply to Municipal Customers. Oak Lawn shall assume ownership of, as part of the Oak Lawn Regional Water System, and each Municipal Customer shall convey by bill of sale to Oak Lawn for use in the Oak Lawn Regional Water System, the existing Meters, Valves and Controls for water delivery at the Points of Delivery to Oak Forest, Orland Park and Tinley Park North and Tinley Park South. Oak Lawn shall, from and after the Effective Date of this Agreement, furnish, install, operate, maintain, repair and replace at each Municipal Customer's respective sole cost and expense at the Point of Delivery the necessary Meters, Valves and Controls, which shall remain the property of the Oak Lawn Regional Water System. The

Meters, Valves and Controls shall be of a type meeting the standards of the American Water Works Association for properly measuring the quantity of Chicago Water delivered under this Agreement. Such Meters, Valves and Controls shall be located upon land provided by or available to each Municipal Customer pursuant to Section 11. Both Oak Lawn and each Municipal Customer, respectively, shall have access to such Meters, Valves and Controls for examination and inspection at all reasonable times, *provided* that Oak Lawn's access to the Meters, Valves and Controls shall be with prior notice to, and supervision by, personnel of the Municipal Customer. The reading for billing purposes, calibration and adjustment thereof shall be performed only by the employees or agents of Oak Lawn and only with Oak Lawn's authorization.

B. Annual Calibration. Not less than once in each Fiscal Year, Oak Lawn shall (1) for meters that can be calibrated in place, calibrate its meters in the presence of respective representatives of the Municipal Customers, and such Parties shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary, and (2) for meters that must be removed for calibration, coordinate with the Municipal Customer affected as to the time for such removal and calibration, identify to the Municipal Customer the testing company Oak Lawn proposes to use for the calibration, and provide to the Municipal Customer a copy of any calibration reports and documentation showing the calibration results and any repairs or adjustments that are made. Except as otherwise expressly provided, the measurement of Chicago Water for the purpose of this Agreement shall be solely by Oak Lawn's meters located at the Points of Delivery.

C. Check Meters. Each Municipal Customer may, at its option, require that Oak Lawn furnish and install a check meter at the expense of the Oak Lawn Regional Water System, which expense shall be deemed a Transmission Main Maintenance Cost, in the event that Oak Lawn elects to modify the configuration of the Meters, Valves and Controls at that Municipal Customer's Point of Delivery as such Meters, Valves and Controls existed as of the Effective Date. Any such meter installed for a Municipal Customer will, upon acceptance by the Customer, be owned and operated by that Municipal Customer, provided each check meter does not interfere with the accuracy of the Oak Lawn meter. All check meters shall be of a type meeting the standards of the American Water Works Association for properly measuring the quantity of Chicago Water and shall be subject to inspection and examination by any employee or agent of Oak Lawn, but the calibration and adjustment thereof shall be only by the Municipal Customer, except during any period when a check meter may be used under the provisions of this Section for measuring the amount of Chicago Water delivered to the Municipal Customer, in which case such meters shall be calibrated by Oak Lawn in the presence of respective representatives of such Party and the Parties shall jointly observe any adjustment in case any adjustment is necessary. Except as may be expressly otherwise provided or agreed, the measurement of Chicago Water for the purpose of this Agreement shall be solely by Oak Lawn's meters located at the Points of Delivery.

D. Variance. If any Party at any time observes a variation between a delivery meter and a check meter, or any other evidence of meter malfunction, such Party shall promptly notify the other affected Party and the affected Parties shall then cooperate to procure an immediate calibration test and adjustment of such meter or may request an independent testing and adjusting service, and shall jointly observe any such adjustment. Each Party shall give the other Party not less than forty-eight (48) hours notice of the time of all tests of meters so that the other Party may

have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this Section, proceed in the absence of said representative. If such test shall show any meter to be registering within two percent (2%) (plus or minus) of the correct quantity, it shall be considered accurate and the cost of all such testing shall be borne by the Party claiming the variation. If any such test shows any meter to be measuring incorrectly, (plus or minus) to any extent greater than two percent (2%) of the correct quantity, an adjustment shall be made with respect to the amount paid or to be paid to Oak Lawn for Chicago Water passing through such meter by mutual agreement between Oak Lawn and the affected Municipal Customer based upon the best data available, for a period extending back to the time when such inaccuracy began if such time is ascertainable, or for a period extending back one-half of the time elapsed since the last date of calibration (but in no event further back than a period of six months) if such time is not ascertainable, and the costs of such testing shall be borne by the Party responsible for the Meter.

E. Notice of Testing and Calibration. Each Party shall give the other affected Party not less than forty-eight (48) hours notice of the time of all tests of meters so that the other Party may have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this Section, proceed in the absence of said representative. Every effort shall be made to perform meter maintenance and calibration during periods that are not high water demand periods, and during which water conservation rules are not in effect.

F. Unit of Measurement. The unit of measurement for Chicago Water delivered under this Agreement shall be one thousand (1000) gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall be so calibrated unless Oak Lawn and the Municipal Customers agree otherwise in writing. Should it become necessary or desirable to use cubic feet as the unit of measurement, the basis of conversion shall be that 7.48052 gallons is equivalent to one cubic foot.

G. Meter Malfunctions. If, for any reason, any meter is out of service or in disrepair so that the amount of Chicago Water delivered cannot be ascertained or computed from the reading thereof, then the Chicago Water delivered during the period such meter is out of service or in disrepair shall be deemed to be the registration of the check meter if one has been installed and is measuring accurately, or, in the event that no check meter has been installed or the check meter is registering inaccurately, shall be estimated:

(i) By correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations; or

(ii) If the error is not ascertainable by calibration tests or mathematical calculations, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately.

Section 10. Ownership.

A. Title to Chicago Water. Title to Chicago Water supplied hereunder shall remain with Oak Lawn to each Point of Delivery and, upon passing into the respective Municipal Customer Water System at the Point of Delivery, title to the Chicago Water shall pass to that Municipal Customer.

B. Oak Lawn Ownership. The ownership of the Oak Lawn Regional Water System including all System Projects is and shall be vested in Oak Lawn (except for the Orland Spur One, which shall be owned by Orland Park) and responsibility for the maintenance and repair of the Oak Lawn Regional Water System shall be solely that of Oak Lawn.

Section 11. Transfer of Property Rights.

A. Conveyance of Southeast Customer Easements. The Southeast System Customers agree to grant or provide the following interests in land or property in connection with the following elements of the Oak Lawn Regional Water System, to the extent that these elements are on land or property owned by the particular Southeast System Customer:

(1) The Southeast System Customers shall grant to Oak Lawn such easements, licenses or rights of access for Oak Lawn to Meters, Valves and Controls and other related facilities to be operated by Oak Lawn pursuant to Section 9.A as are reasonably necessary for Oak Lawn's operation of the Oak Lawn Regional Water System, within ninety (90) days after Oak Lawn provides notice and a proposed form of grant to the affected Southeast System Customer; and

(2) the affected Southeast System Customers shall grant to Oak Lawn the necessary easements, licenses, permits or rights of access for those portions of the 2013 Regional System Improvements described in the nine bid packages listed in *Exhibit "C"*, within ninety (90) days after Oak Lawn provides notice and a proposed form of grant to the affected Southeast System Customer for a particular bid package for which the easement, license, permit or right of access is necessary; and

(3) an easement, license, permit or right of access for an existing element of the Oak Lawn Regional Water System that Oak Lawn discovers is in place as of July 1, 2013 on land or property owned by a Southeast System Customer, within one hundred eighty (180) days after Oak Lawn provides a written request pursuant to notice and a proposed form of grant to the affected Southeast System Customer for that particular element that is fully described in the notice, and for which there is no easement, license, permit or right of access in place as of the date of the notice.

(4) an easement, license, permit or right of access for an existing element of the Oak Lawn Regional Water System that Oak Lawn discovers is in place on land or property owned by a Southeast System Customer, within one hundred eighty (180) days after Oak Lawn provides a written request pursuant to notice and a proposed form of grant to the affected Southeast System Customer for that particular element that is fully described in

the notice, and for which there is no easement, license, permit or right of access in place as of the date of the notice.

Any easement, license, permit or right of access requested by Oak Lawn pursuant to this Section shall not require the Southeast System Customer to relocate, alter or modify existing improvements or facilities in any way that would disrupt the continued operations and purposes of that Southeast System Customer. Oak Lawn agrees that any costs and expenses (such as legal or engineering fees) incurred by the Southeast System Customers in connection with the provision of any such easements, licenses or other rights to Oak Lawn shall be reimbursed by Oak Lawn as a cost of the Oak Lawn Regional Water System. The Southeast System Customers agree to reasonably assist (at the expense of the Oak Lawn Regional Water System) with the acquisition of other easements, licenses or rights of access on land or property located within their respective boundaries, upon written request from Oak Lawn that identifies a specific parcel of land or property.

B. Acquisition of Property. Oak Lawn shall, immediately after the Effective Date of this Agreement, commence all actions necessary to acquire all easements, licenses, and rights of access not already owned by Oak Lawn necessary for construction and operation of the 2013 Regional System Improvements or for continued effective operation of the Oak Lawn Regional Water System and to fulfill the requirements of Section 13. All such easements, licenses, and rights of access shall be obtained by Oak Lawn at Oak Lawn's expense as a cost of the Oak Lawn Regional Water System.

C. License to Use the Orland Spur One Main. For the term of this Agreement, Orland Park hereby grants to Oak Lawn a license to operate, use, maintain, test, inspect, repair, remove, and replace, together with all reasonable rights of ingress and egress necessary for the exercise of the license, as a part of and an expense of the Oak Lawn Regional Water System, the Orland Spur One Main. The Orland Spur One Main is owned by Orland Park and such ownership shall continue to be held by Orland Park. Orland Park reserves the right (i) to test and inspect the Orland Spur One Main at any time without notice to Oak Lawn, and (ii) to repair, or to remove and replace, the Orland Spur One Main following notice to Oak Lawn and Oak Lawn's failure to complete the necessary repair, or removal and replacement, following ninety (90) days notice to Oak Lawn of the need for the repair, or removal and replacement. Orland Park will submit evidence of all costs and expenses incurred in connection with any such repair, or removal and replacement, and such costs and expenses shall be reimbursed by Oak Lawn to Orland Park and such costs and expenses shall be treated by Oak Lawn as costs and expenses of Oak Lawn Regional Water System.

D. (1) Construction of the Orland Spur Two Main. As part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct and install the Orland Spur Two Main, the cost of which will be borne and paid for by Orland Park as part of Orland Park's share of the Capital Costs and Charges. The Orland Spur Two Main shall be designed and constructed in accordance with Oak Lawn's specifications, including but not limited to the flow meter configuration and the corrosion control system. *(2) Alternate Pipe Size Election.* Oak Lawn shall include alternate bid items in the bid package for the Orland Spur Two Main for alternate pipe sizes for the Main that are larger than 24-inches in diameter as requested by Orland Park. Oak Lawn shall notify Orland Park of the prices received for the alternate pipe sizes; in the event that Orland Park notifies Oak Lawn that Orland Park elects to have the Main be constructed in one of

the alternate pipe sizes, Oak Lawn shall include the alternate pipe size elected by Orland Park in the contract for that bid package. Oak Lawn shall include the additional cost of construction of the Main resulting from the election of the alternate pipe size in the relevant bid package which shall be financed by the issuance of New Series Bonds. Orland Park shall be allocated that portion of the bid package attributable to the additional cost of the alternate pipe size and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package.

E. Palos Hills Connection and Pump Station Building. As part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct and install the Palos Hills Connection and a new metering station, the cost of which will be borne and paid for by Palos Hills as part of Palos Hills' share of the Capital Costs and Charges up to the amount of \$2,666,670. Oak Lawn shall include any costs in excess \$2,666,670 for the construction of the Connection and Metering Station in Bid Package 8 which shall be financed by the issuance of New Series Bonds. Palos Hills shall be allocated that portion of Bid Package 8 in excess \$2,666,670 and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for Bid Package 8. A Pump Station Building, of which the Metering Station shall be a part, shall be funded, designed, and constructed by Palos Hills separate from this Bid Package. Oak Lawn and Palos Hills shall cooperate with one another with respect to their funding, design, and construction obligations hereunder so as to maximize project efficiency and minimize conflicts and costs. Oak Lawn shall retain ownership to the piping and all appurtenances to the downstream flange of the first valve after the flow meter and Palos Hills shall grant Oak Lawn right of access to the Pump Station Building for the purpose of maintaining said piping and appurtenances. The Pump Station Building, including Metering Station, will be owned by Palos Hills and such ownership shall continue to be held by Palos Hills, and Oak Lawn shall have no right or obligation to operate, use or maintain the Pump Station Building except for said piping and appurtenances described herein. Palos Hills shall be named as the owner on any permit or easement related to the Pump Station Building.

~~At such time as the Redundancy Project improvements are designed and cost estimated Oak Lawn will so notify the Southeast System Customers. The Southeast System Customers shall have sixty (60) days thereafter to determine which municipalities will participate in the improvement.~~

Section 12. Construction by Municipal Customers. The Municipal Customers will with all practicable speed, prepare and complete plans for the construction of their respective Municipal Customer Improvements. Each Municipal Customer will ensure that its respective (1) Municipal Customer Improvements and (2) Future Improvements to its respective Municipal Customer Water System performed by the Municipal Customer, shall be made in accordance with sound engineering principles, constructed in a reasonable and workmanlike manner and designed in a manner compatible with the Oak Lawn Regional Water System to allow effective delivery of Chicago Water to such Municipal Customer. Oak Lawn shall have the right, but not the obligation, to review and comment on all studies, construction drawings, and contract documents for the construction of said Municipal Customers Improvements and Future Improvements. Oak Lawn's approval shall not be unreasonably withheld. Upon completion, the Municipal Customer Improvements shall be deemed part of the respective Municipal Customer Water System.

Section 13. Coordination and Completion of the 2013 Regional System Improvements and Future Projects.

A. 2013 Regional System Improvements. Oak Lawn will construct the 2013 Regional System Improvements with due diligence. Oak Lawn will undertake to work and cooperate with the Municipal Customers to establish construction schedules which will efficiently cause acquisition and construction of the System Projects that comprise the 2013 Regional System Improvements so as to meet the needs of the Municipal Customers with minimal disruptions of service, and the Municipal Customers shall likewise work and cooperate with Oak Lawn to such end and to provide such facilities within each respective Municipal Customer Water System as will permit the Oak Lawn Regional Water System to efficiently serve such needs. Subject to *force majeure*, Oak Lawn will endeavor to complete the 2013 Regional System Improvements by December 31, 2027. Further, Oak Lawn shall proceed with due diligence to construct the 2013 Regional System Improvements. Oak Lawn shall not change any route approved herein for the 2013 Regional System Improvements to a route which is not through Cook County Forest Preserve District land without Corporate Consent Obtained. Further, beginning with Bid Package 4A and for all subsequent Bid Packages, Executive Consent Obtained is required to award a Bid Package, approve engineering (design and construction) contracts for such Bid Package and approve any additional engineering requirements exceeding \$5,000 per Bid Package.

B. Contracts. All contracts and agreements for work contemplated by this Agreement shall be awarded by Oak Lawn pursuant to the procurement requirements of Oak Lawn's municipal code and in compliance with any procurement requirements of the IEPA (as and if applicable), except where another process is proposed by Oak Lawn and approved by two-thirds of Oak Lawn's corporate authorities. Oak Lawn shall include in all contracts and agreements for the design and construction of the 2013 Regional System Improvements and any future System Projects such terms and conditions that will provide reasonable and sufficient protection for Oak Lawn and the Municipal Customers to ensure the prompt and timely completion of the 2013 Regional System Improvements and future System Projects, as applicable. Such terms and conditions shall include, without limitation, submission of work schedules for review and approval, performance bonds and labor and material payment bonds from sureties with appropriate ratings and assets for the specific project, and liquidated damages.

C. Palos Park Option to Upgrade the Size of Its System Connection Main. The Southeast System Customers acknowledge that, as part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct and install the transmission main that connects the West Side Transmission Main to the Palos Park Point of Delivery (the "*Palos Park System Connection Main*"), the cost of which will be borne and paid for by Palos Park as part of Palos Park's share of the Capital Costs and Charges. Oak Lawn shall include alternate bid items in the bid package for the Palos Park System Connection Main for alternate pipe sizes for the Palos Park System Connection Main that are larger than 10-inches in diameter as requested by Palos Park. Oak Lawn shall notify Palos Park of the prices received for the alternate pipe sizes. In the event that Palos Park notifies Oak Lawn that Palos Park elects to have the Palos Park System Connection Main be constructed in one of the alternate pipe sizes, Oak Lawn shall include the alternate pipe size elected by Palos Park in the contract for that bid package. Within thirty (30) days after completion and final approval of the Palos Park System Connection Main and the submission of an invoice by Oak

Lawn to Palos Park therefor, Palos Park is to reimburse Oak Lawn for the additional cost of construction of the Palos Park System Connection Main resulting from the election of the alternate pipe size, and Palos Park is not to pay any additional amount as a part of the Capital Costs and Charges due to the election of the alternate pipe size. Alternatively, at the request of Palos Park, Oak Lawn shall include the additional cost of construction of the Palos Park System Connection Main resulting from the election of the alternate pipe size in the relevant bid package which shall be financed by the issuance of New Series Bonds. Palos Park shall be allocated that portion of the bid package attributable to the additional cost of the alternate pipe size and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package.

D. Realignment of Transmission Main. Oak Lawn and the Southeast System Customers agree to a realignment of the Transmission Main for Bid Package 7A (Cross-Town Connection to Booster Station 2) and Bid Package 7B (Orland Park Spur Two Main), such that the intersection of the improvements financed by Bid Package 7A and Bid Package 7B occurs at a point south of 151st Street as shown on *Exhibit C-1* attached hereto (with such further changes or modifications as approved by Executive Consent Obtained). Orland Park shall be allocated \$812,800 of any additional costs resulting from this realignment (including 36-inches of the 60-inch pipe running south of 151st Street along the Com-Ed corridor, engineering costs, construction services, permit fees and easements) and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package. Any additional costs as a result of the realignment in excess of \$812,800 shall be paid by the Municipal Customers as a part of the Capital Costs and Charges.

E. Southeast System Redundancy Project. Subject to the Southeast System Customers' approval as provided herein below, as part of the 2013 Regional System Improvements, Oak Lawn shall design, construct and install the Southeast System Redundancy Project. For the purpose of additional redundancy for the Oak Lawn Regional Water System, Tinley Park has agreed to allow a permanent 24-inch connection to the Tinley Park Branch System at approximately 183rd Street and Ridgeland Ave. and the use of the Tinley Park Branch System coming from Booster Station #2 (the "*Southeast System Redundancy Project*"). Additional water meters shall be installed if needed for exact water usage determinations. When at least two of the Southeast System Customers determine and mutually agree and approve the Southeast System Redundancy Project improvements, then Oak Lawn shall begin the design process.

Oak Lawn shall issue New Series Bonds to pay the costs of the Southeast System Redundancy Project. The Municipal Customers (including the Southeast System Customers) shall pay \$10,000,000 of such costs as part of the Capital Costs and Charges and according to each Municipal Customer's Proportionate Share. Any additional costs above \$10,000,000 shall be paid by the Southeast System Customers who approve the Southeast System Redundancy Project, with each participating Southeast System Customer's allocation being determined by the Cost Methodology after the preliminary design has been finished. Approval of the Southeast System Redundancy Project shall be evidenced by Corporate Consent Obtained of those participating Southeast System Customers.

Section 14. Air Gap. Each Municipal Customer shall install and maintain an Oak Lawn approved backflow prevention device immediately downstream of the Point of Delivery. Such device (or devices) shall take the form of an air gap or approved bypass system (for emergency use only). Air gap based backflow prevention shall provide a minimum of six (6) inches between the highest possible receiving water level in the Municipal Customer's Water System and the point of discharge to the air gap. Approved bypass system (for approved emergency use only) shall provide suitable provisions for backflow prevention, isolation, flow control, Oak Lawn Regional Water System remove control and monitoring, and standard operating procedure to prevent risk of contamination at the Point of Delivery. No water utilization equipment, service connections, etc., shall be connected to the Municipal Customer's Water System between the Point of Delivery and the Oak Lawn approved backflow prevention device.

Section 15. Price and Terms of Payment; Certain Limits on Rates and Charges; True Up; Recognition of Lien of Bonds. In the periods as indicated, each of the Municipal Customers shall pay to Oak Lawn its respective share of Aggregate Costs and other amounts due upon the terms set forth. In each Fiscal Year, Oak Lawn shall provide a summary of Aggregate Costs to each of the Municipal Customers in the Aggregate Costs Template included in *Exhibit "Q"*, or such other format as may be approved by Executive Consent Obtained.

A. Operation and Maintenance Costs. All elements of Operation and Maintenance Costs shall be due and payable monthly and shall be in default if not paid within thirty (30) days after the due date.

(1) Each Municipal Customer shall pay an amount equal to the amount payable by the Oak Lawn Regional Water System to Chicago for the month pursuant to the Chicago-Oak Lawn Agreement or any successor agreement for the measured amount of Chicago Water delivered by Oak Lawn to that Municipal Customer at its Point or Points of Delivery. Such amount shall be stated in a dollar cost per 1,000 gallons of Chicago Water delivered times the gallons so delivered.

(2) Each Municipal Customer shall pay an amount equal to the amount of Electricity Costs incurred for the month by the Oak Lawn Regional Water System times such Municipal Customer's share of such costs as shown in *Exhibit "F"*. Such amount shall be stated in a dollar cost per 1,000 gallons of Chicago Water delivered times the gallons so delivered, and, except upon Executive Consent Obtained, shall not be adjusted during the course of a given Fiscal Year from the rate in effect at the start of such Fiscal Year or, if a rate increase is known to become effective at the start of such Fiscal Year, then also giving effect to such rate increase as of its effective date.

(3) Each Municipal Customer shall pay an amount equal to the amount of Pump Station Maintenance Costs required for the Fiscal Year by the Oak Lawn Regional Water System times such Municipal Customer's share of such costs as shown in *Exhibit "G"*. Such amount shall be stated in a dollar cost per 1,000 gallons of Chicago Water delivered times the gallons so delivered, and, except upon Executive Consent Obtained, such amount shall not be adjusted during the course of a given Fiscal Year.

(4) Each Municipal Customer shall pay an amount equal to the amount of Transmission Main Maintenance Costs required for the Fiscal Year by the Oak Lawn Regional Water System times such Municipal Customer's share of such costs as shown in *Exhibit "H"*. Such amount shall be stated in a dollar cost per 1,000 gallons of Chicago Water delivered times the gallons so delivered, and, except upon Executive Consent Obtained, such amount shall not be adjusted during the course of a given Fiscal Year.

(5) Each Municipal Customer shall pay an amount equal to the System Operations Costs required for the Fiscal Year by the Oak Lawn Regional Water System at the Common Usage Rate, and, except upon Executive Consent Obtained, such rate shall not be adjusted during the course of a given Fiscal Year from the rate in effect at the start of such Fiscal Year.

B. Capital Costs and Charges. All elements of Capital Costs and Charges shall be due and payable quarterly on the last business day of the months selected by Oak Lawn as provided in Section 20.B, and shall be in default if not paid within thirty (30) days after the due date.

(1) Each Municipal Customer shall pay an amount equal to the amount of Capital Costs and Charges required for the Fiscal Year by the Oak Lawn Regional Water System as budgeted for such Fiscal Year (a) divided by four to represent a quarterly amount and (b) times such Municipal Customer's Proportionate Share of such costs.

(2) Each Municipal Customer shall pay its Default Proportionate Share of Default Costs Allocable to Bonds within thirty (30) days after receipt of notice from Oak Lawn that such costs are due.

C. Other Non-Operating Charges. All elements of Other Non-Operating Charges shall be due and payable monthly and shall be in default thirty (30) days after the due date.

(1) Each Municipal Customer shall pay an amount equal to the amount of all Other Non-Operating Charges required for the Fiscal Year by the Oak Lawn Regional Water System at the Common Usage Rate, and, except for payment of Default Costs Allocable to Other Aggregate Costs or upon Executive Consent Obtained, shall not be adjusted during the course of a given Fiscal Year from the rate in effect at the start of such Fiscal Year.

(2) Other Non-Operating Charges shall include an accumulation for a reserve for the Oak Lawn Regional Water System for Operation and Maintenance Costs (the "*O&M Reserve*" which reserve is intended to provide for unforeseen increases in such costs, Default Costs, or, as provided in the proceedings for the issuance of the Bonds, to pay Bonds in the event there has been a default in the payment of Capital Costs and Charges or to pay Bonds issued in the form of a revolving line of credit). The amount so accumulated for the O&M Reserve shall not exceed the sum of (a) the cost of Chicago Water for the previous Fiscal Year divided by 12 plus (b)(i) all Operation and Maintenance Costs for the previous Fiscal Year minus said cost of Chicago Water for the previous Fiscal Year (ii) divided by 4. The required amount of the O&M Reserve shall be accumulated at

the Common Usage Rate of \$0.08 (8 cents) per 1,000 gallons of Chicago Water delivered times the gallons so delivered. Draws upon said reserve shall be replenished, to the extent required, in the second Fiscal Year after such draws. Increases in the required amount of said reserve, in each year after Fiscal Year 2018, shall be fully funded, at a Common Usage Rate to be determined, in the two (2) Fiscal Years after the amount of such increase is determined. The accumulation of the O&M Reserve provided for by this provision is payable as an Other Non-Operating Charge, but the expenditure of amounts in the O&M Reserve will be for specific Operations and Maintenance Costs categories (e.g., Chicago Water, Electricity Costs, or Pump Station Maintenance Costs) and Municipal Customers and Future Water Customers shall be charged for replenishment on the basis of such cost categories pursuant to the true-up provisions of Section 15.E.

Other than as set forth in this section, no Other Non-Operating Charges shall be charged by the Oak Lawn Regional Water System for reserves for Operation and Maintenance Costs.

(3) Beginning in Fiscal Year 2014, Other Non-Operating Charges shall include an amount in each Fiscal Year budgeted to produce an annual contribution (the “*Annual Contribution*”) to provide funding up to full funding (“*Full Funding*”) of the Renewal, Repair and Replacement Reserve Fund and thereafter for deposit to the unencumbered reserves of the Oak Lawn Regional Water System. The Annual Contribution amount shall be not less than \$750,000 for Fiscal Year 2014, and said sum of \$750,000 adjusted for any increase or decrease in the PPI in each Fiscal Year thereafter multiplied in each such year by a fraction the numerator of which is the amount of Chicago Water delivered through the Oak Lawn Regional Water System to Municipal Customers that are paying for the Annual Contribution at the Common Usage Rate and the denominator of which is all Chicago Water delivered through the Oak Lawn Regional System to Municipal Customers. The Annual Contribution may be increased pursuant to the approved Asset Management Program. Amounts in the Renewal, Repair and Replacement Reserve Fund may be expended only for Major Capital Costs or System Repairs or, as provided in the proceedings for the issuance of the Bonds, for Default Costs, or to pay Bonds in the event there has been a default in the payment of Capital Costs and Charges. Amounts in the Renewal, Repair and Replacement Reserve Fund may be expended for Major Capital Costs only pursuant to the Asset Management Program. Amounts to be expended for System Repairs and for Major Capital Costs which in any given Fiscal Year are in excess of \$1,500,000 must be pursuant to Executive Consent Obtained. Full Funding of the Renewal, Repair and Replacement Reserve Fund shall be \$5,000,000 as measured in Fiscal Year 2014 and said sum of \$5,000,000 adjusted for any increase or decrease in PPI for each Fiscal Year thereafter. Full Funding may be increased pursuant to the Asset Management Program. Annual Contributions received at such time as the Renewal, Repair and Replacement Reserve Fund is at Full Funding will be retained in the unencumbered reserves of the Oak Lawn Regional Water System. Except in the event amounts provided for the Renewal, Repair and Replacement Reserve Fund are expended for Bond payments, the Annual Contributions are not subject to the true-up provisions of Section 15.E.

(4) Other Non-Operating Charges assessed for insurance reserve purposes shall only be made pursuant to the report and recommendation of an independent insurance consultant having a nationally recognized reputation for competence in such matters and specifying both the amount of such reserves as should be reasonably available and the rate of accumulation of same.

(5) Each Municipal Customer shall pay its share of Default Costs Allocable to Other Aggregate Costs, which share shall be as follows: (a) first, in any given Fiscal Year, Oak Lawn shall pay all Default Costs up to an amount equal to the Equitable Return received by Oak Lawn for the previous Fiscal Year and (b) thereafter, all Municipal Customers (including Oak Lawn) not in default under this Agreement shall pay a share of remaining Default Costs equal to the proportion of Chicago Water delivered to such Municipal Customer in the previous Fiscal Year to the Chicago Water delivered to all Municipal Customers (including Oak Lawn) not in default under this Agreement during such Fiscal Year.

D. Old Bonds Payments. Each Municipal Customer shall pay to Oak Lawn the amounts due on the Old Bonds at the times and in the amounts determined as required in *Exhibit "K"*.

E. True Up. On an annual basis, after adequate time is allowed for the accounting and auditing of the accounts of the Oak Lawn Regional Water System, each Municipal Customer shall receive a statement with supporting data and information of its proper share of the prior year's actual Aggregate Costs for the Regional System. Such statement shall include the amount by which each Municipal Customer may have overpaid or underpaid such actual Aggregate Costs in comparison to the approved budget for the Oak Lawn Regional Water System. Each Municipal Customer who underpaid such actual Aggregate Costs as compared to the approved budget shall make up such underpayment in the following Fiscal Year (that is, the second Fiscal Year after the Fiscal Year for which the accounting is provided due to the adequate timing that is necessary to complete such accounting). Each Municipal Customer will pay such actual Aggregate Costs classified by the particular category (*i.e.*, Operation and Maintenance Costs such as Chicago Water, Electricity Costs, Pump Station Maintenance, Transmission Line Maintenance or System Operations Costs and Capital Costs and Charges) under the same allocation method used in preparing the approved budget. Each Municipal Customer who overpaid such actual Aggregate Costs shall receive a credit in that same Fiscal Year in which underpayments would be made, such credit being allocable by the particular category (*i.e.*, Operation and Maintenance Costs such as Chicago Water, Electricity Costs, Pump Station Maintenance, Transmission Line Maintenance or System Operations Costs and Capital Costs and Charges) under the same allocation method used in preparing the approved budget. Such makeup of underpayments or receipt of credit as provided in this Section 15.E shall be divided into twelve (12) equal monthly installments unless otherwise mutually agreed between Oak Lawn and an affected Municipal Customer, and such underpayments shall be payable as an Aggregate Cost. Such True Up as described herein is subject to approval by Executive Consent Obtained. In addition, beginning in Fiscal Year 2021, the cost of water leakage out of the Oak Lawn Regional Water System (being the variance between the amount of water billed by Chicago less the amount of water billed by the Oak Lawn Regional Water System to the Municipal Customers) for the previous year (Fiscal Year 2020) shall be paid by each Municipal Customer according to each Municipal Customer's Proportionate Share.

F. Recognition of Lien of Bonds. Each Municipal Customer acknowledges that all of the moneys paid over and held by Oak Lawn in the funds and accounts of the Oak Lawn Regional Water System, except those monies properly held for Operation and Maintenance Costs, may be subject to the prior lien of Bonds, may be pledged by Oak Lawn without limitation and in such order of priority among Bonds as Oak Lawn shall determine, and may be held by a trustee, Bondholder, or otherwise in a pledged account, and may be expended without any further action on the part of any person to pay Bonds, all as may be stated in the proceedings adopted by Oak Lawn in the authorization and issuance of Bonds.

Section 16. Payments to Chicago.

A. Timely Payments. Oak Lawn shall make timely payments to Chicago pursuant to the Chicago-Oak Lawn Agreement. Oak Lawn shall have the sole discretion as to the form of payment to Chicago for any amounts that Oak Lawn is charged under the Chicago-Oak Lawn Agreement. Any discounts, rebates or other incentives received from Chicago by Oak Lawn as a result thereof shall be the sole property of Oak Lawn and shall not affect the payment obligations of the Municipal Customers hereunder; *provided, however,* that any such discount, rebate or other incentive so received from Chicago on account of early payment to Chicago shall be shared proportionately with each Southeast System Customer and Oak Lawn which have provided early payments so as to accommodate the payments to Chicago.

B. Late Payments. In the event that Oak Lawn makes a late payment to Chicago because of circumstances within Oak Lawn's control, Oak Lawn shall pay any interest and penalty costs due to Chicago pursuant to the Chicago-Oak Lawn Agreement and such interest and penalty costs shall not be costs of the Oak Lawn Regional Water System. If the cause of the late payment is within Oak Lawn's control and Oak Lawn fails to pay Chicago for two (2) consecutive months, the Municipal Customers may pay Chicago directly for Chicago Water. In the event that Oak Lawn makes a late payment to Chicago because of a late payment by a Municipal Customer, the interest and penalty costs due to Chicago shall be paid by the Oak Lawn Regional Water System.

Section 17. Arrearages. Any Municipal Customer which does not pay its share of Aggregate Costs when due shall be in arrears to such amount ("*Arrearages*"). All Arrearages shall be payable immediately without demand and shall bear interest until paid at the rate equal to the average rate of interest on all Bonds then outstanding plus two percent (2%) or if no Bonds are outstanding then one and a half percent (1-1/2%) per month (without compounding) or at the otherwise then highest taxable rate which may be paid by an Illinois non-home rule municipality on its bonds (of any kind), if such rate be lesser. Payments of Arrearages, when received, shall be credited pro rata to the Municipal Customers who may have paid Default Costs on account of such Arrearages as soon as practicable within the billing cycle.

Section 18. Further Covenants. The following covenants are made by all Parties to this Agreement.

A. Payments Due Hereunder are Limited to Revenues Pledged. All payments to be made under this Agreement are payable solely and only from the revenues of the Municipal Customer Water Systems, and all payments due under this Agreement shall be a continuing valid and binding

obligation of each such municipality payable from the revenues derived from the operation of each such system for the period of years of this Agreement. This Agreement shall not be a debt within the meaning of any constitutional or statutory limitation under the laws of the State of Illinois. No prior appropriation shall be required before entering into this Agreement, and no appropriation shall be required to authorize payments to be made under the terms of this Agreement. Notwithstanding the provisions of this Section 18.A, the Municipal Customers and Oak Lawn are not prohibited by this Agreement from using other available funds to make the payments required by this Agreement.

B. Lien Priority of Payments Under Agreement. Each Municipal Customer shall provide in all future documents or proceedings obligating the revenues of its respective Municipal Customer Water System, and, for Oak Lawn, of the Oak Lawn Retail Water System, that all payments made under this Agreement shall be deemed and treated as operation and maintenance costs, having a first lien and priority with other such costs of such system, on the revenues of the Municipal Customer Water System or the Oak Lawn Retail Water System, as applicable.

C. Mutual Cooperation in Issuance of Obligations. Each Municipal Customer shall cooperate with Oak Lawn in the issuance of Bonds, and Oak Lawn shall cooperate with each Municipal Customer in the issuance of the Municipal Customer's bonds or other obligations of its Municipal Customer Water System. In such connection, each Municipal Customer and Oak Lawn will comply with all reasonable requests of the other and will, upon request, do as follows: (1) make available in a timely manner general and financial information about itself; (2) consent to publication and distribution of its financial information; (3) certify that general and financial information about it is accurate, does not contain an untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading; (4) make available certified copies of official proceedings, minutes, ordinances, resolutions, orders and documents related to this Agreement or its respective duties hereunder; (5) provide reasonable certifications to be used in a transcript of closing documents in connection with such Bonds or other obligations; and (6) provide and pay for reasonably requested opinions of counsel as to the validity of its actions taken with respect to and the binding effect of this Agreement, title to its Municipal Customer Water System, as applicable, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions. Specifically, in connection with a bond rating, bond issuance or bond continuing disclosure agreement, each Municipal Customer shall provide financial information about itself within sixty (60) days of request by Oak Lawn.

D. Segregate Revenues. Each Municipal Customer shall provide for the segregation of all revenues of its Municipal Customer Water System in such system fund or account and provide for the application of the necessary portion of the revenues for the purpose of this Agreement. An amount of funds of a Municipal Customer Water System which exceeds the obligations of such Municipal Customer hereunder may be used by that Municipal Customer for any lawful corporate purposes to the extent permitted by law. All Regional System Revenues shall be deposited in the funds and accounts of the Oak Lawn Regional Water System and used for purposes of the Oak Lawn Regional Water System. Any interest or other earnings on Regional System Revenues shall be considered Regional System Revenues.

E. General Covenant to Operate Properly. From time to time, Oak Lawn and each Municipal Customer will take steps reasonably necessary so that the Oak Lawn Retail Water System and each respective Municipal Customer Water System may at all times be operated properly and efficiently.

F. Accounting and Audit. Each Municipal Customer will make and keep proper books and accounts (separate and apart from all other records and accounts of such Municipal Customer) in which complete entries shall be made of all transactions relating to its Municipal Customer Water System, and, within two hundred ten (210) days following the close of each fiscal year of such Municipal Customer, it will cause the books and accounts of its Municipal Customer Water System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of its Municipal Customer Water System, and each Municipal Customer shall promptly upon receipt provide a copy of such audit to Oak Lawn. Likewise, Oak Lawn will make and keep proper books and accounts (separate and apart from all other records and accounts of Oak Lawn) in which complete entries shall be made of all transactions relating to the Oak Lawn Regional Water System and, within two hundred ten (210) days following the close of the Fiscal Year, Oak Lawn will cause the books and accounts of the Oak Lawn Regional Water System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of the Oak Lawn Regional Water System, and Oak Lawn shall promptly upon receipt provide a copy of such audit to the Municipal Customers.

G. Maintain Ownership of Oak Lawn Regional Water System and Municipal Customer Water System and Properties. Oak Lawn with respect to the Oak Lawn Regional Water System and each Municipal Customer with respect to its Municipal Customer Water System will continue to own and possess such systems and will, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, dispose of property which is part of such systems only to the extent that such property is no longer useful or profitable in the operations of such systems.

H. Tax Status. (1) No Municipal Customer shall use or permit to be used any of the Chicago Water acquired under this Agreement or operate its Municipal Customer Water System in any manner or for any purpose or take any other action or omit to take any action which could, either alone or in conjunction with any other similar actions by that Municipal Customer or any other Municipal Customers, result in loss of the exclusion from gross income for federal income tax purposes of the interest on any Bond or Bonds or entitlement of Oak Lawn to a credit payment from the United States Treasury (such as, for example, was available to units of local government for “build America bonds”) in lieu of all or part of such exclusion from gross income (any of such advantages being “*Tax-Advantaged Status*”), or which could be issued in the future, as such Tax-Advantaged Status is governed by the federal income tax laws, as amended from time to time, including but not limited to, Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction (collectively, the “*Tax Laws*”).

(2) At the time of execution of this Agreement, each Municipal Customer represents for itself that it has no contracts (other than standard retail service agreements or arrangements by which water service is provided to all retail customers pursuant to rate schedules or ordinances, as

amended from time to time, in the discretion of the respective corporate authorities) whereby any person, corporation, partnership or other entity other than Mokena and New Lenox agrees to purchase from such Municipal Customer any water provided to such Municipal Customer under this Agreement for a period of more than thirty (30) days, except as shown in *Exhibit "J"* hereto, and such Municipal Customer has no current expectation of entering into any such contracts, except as set forth in *Exhibit "J"* hereto. Other than as provided in the above text relating to the Tinley Park Branch System providing service to Mokena, New Lenox, and the Illinois American Water Company and service by Orland Park to said water company in the "Alpine Heights" area, which may be provided at any time, at least sixty (60) days prior to entering into any contract whereby any person, corporation, partnership or other entity agrees to purchase from any Municipal Customer any water provided to such Municipal Customer under this Agreement for a period of more than thirty (30) days, such Municipal Customer shall notify Oak Lawn of its intent to enter into such contract and provide copies of such contract to Oak Lawn. Within sixty (60) days after receipt of such notice, Oak Lawn shall advise such Municipal Customer as to whether, in the opinion of Bond Counsel selected by mutual agreement of the affected Municipal Customer and Oak Lawn, the entering into of such contract would result in a violation of the covenant in clause (1) above. The cost of this opinion shall be borne by such Municipal Customer. Any determination by Oak Lawn that any such contract would violate the covenant set forth in clause (1) above shall be made by Oak Lawn based upon the aforementioned opinion. In the event that allocations are necessary under the Tax Laws to determine whether entering into any such contract violates the covenant set forth in clause (1) above, Oak Lawn shall make such allocations, in its sole discretion, after receipt of an opinion of Bond Counsel as selected by Oak Lawn and paid for by such Municipal Customer.

I. Statement of Mutual Cooperation Process. The Statement of Mutual Cooperation Process (the "*Statement*") set forth in *Exhibit "P"* attached is hereby incorporated by reference; *provided, however*, that notwithstanding any text therein which may imply the contrary, (1) any advice or recommendation resultant from the actions taken under the Statement are advisory only, not in any way mandatory or directory upon Oak Lawn, (2) all information to be supplied by Oak Lawn under the Statement shall be supplied in good faith in a commercially reasonable manner but is not guaranteed as to accuracy, (3) default or noncompliance under the Statement shall not obviate or diminish in any way any of the other obligations, duties or rights of any Party under this Agreement, and (4) enforcement of obligations or rights under the Statement shall be limited to actions for mandamus, declaratory relief, or the like, and no money damages may be awarded in connection with any such action. Nothing in this Section 18.I or *Exhibit "P"* shall diminish, limit or modify any other rights of the Municipal Customers under this Agreement or applicable law. All costs and expenses incurred as a result of the Working Groups (as defined in *Exhibit "P"*), except as specifically excluded in the immediately succeeding sentence, shall be treated as monthly Operation and Maintenance Costs of the Oak Lawn Regional Water System. The Southeast System Customers shall be solely responsible for any costs and expenses that the Southeast System Customers incur in conjunction with the Working Groups for independently retained experts and consultants, including but not limited to, auditors, accountants, architects, engineers and attorneys, and such costs and expenses shall not be included in the monthly Operation and Maintenance Costs of the Oak Lawn Regional Water System.

J. No Agency, Partnership or Joint Venture. Notwithstanding anything contained herein to the contrary, the Parties do not intend to create an agency, partnership, joint venture or employment relationship between the Parties and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the Parties. The Parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations under this Agreement.

Section 19. Service to Political Subdivisions. Any Municipal Customer entering into or renewing a wholesale contract or agreement with a person or entity constituting a governmental or like entity whose use of the services of the Oak Lawn Regional Water System would not adversely affect the ability of Oak Lawn to issue Bonds having Tax-Advantaged Status (*i.e.*, any such person or entity not described in the first sentence of Section 18.H(2) above), shall obtain such covenants in such contract or agreement enabling such Municipal Customer to meet its covenants under this Section 19 and Section 18.H. Oak Lawn acknowledges that the execution of this Agreement by Mokena and New Lenox fulfills Tinley Park's obligation under this Section with respect to the contracts or agreements Tinley Park has with Mokena and New Lenox.

Section 20. Billings and Computations; Security Deposit in Certain Events.

A. Delivery; Computation; Verify. All bills or statements of charges will be made in writing by Oak Lawn and mailed and delivered electronically to an officer of the Municipal Customers selected by the Municipal Customer or, in the absence of such designation, to the Municipal Manager or Administrator of the Municipal Customer. All computations required by this Agreement shall be made by Oak Lawn. At the request of a Municipal Customer and upon payment by the Municipal Customer of all fees and expenses related thereto, the Municipal Customers reserve the right to review, verify and/or audit such bills and changes with such consultants and/or accountants as retained by the Municipal Customers at their own cost and expense.

B. Notify Each Month. Oak Lawn shall notify each Municipal Customer (except for Mokena and New Lenox as set forth in Section 20.E) of such Municipal Customer's amount of all Aggregate Costs other than Capital Costs and Charges for a month on or before the 5th business day of the following month. The Municipal Customer's amount of Aggregate Costs other than Capital Costs and Charges for a month shall be due and payable and must be received by Oak Lawn within fifteen (15) days after the date of notification. Oak Lawn shall notify each Municipal Customer of such Municipal Customer's amount of Capital Costs and Charges for each quarterly payment on or before the 5th business day of the month of the due date of such amount. The Municipal Customer's amount of Capital Costs and Charges for a quarter shall be due and payable and must be received by Oak Lawn on or before the last business day of the month.

C. Security Deposit in Certain Events. In the event (1) a Municipal Customer is rated below "BBB-" by S&P or "Baa3" by Moody's or (2) a Municipal Customer has defaulted on payments due under this Agreement, Oak Lawn may require such Municipal Customer to deposit money (the "*Security Deposit*") as security for payments due under this Agreement, upon written request. The Security Deposit shall be in an amount equal to the monthly average of the previous Fiscal Year's Aggregate Costs to that Municipal Customer and shall be paid immediately or

accumulated in installments over time. The Security Deposit may be drawn upon at any time to make payments due and owing by the Municipal Customer under this Agreement or to avoid a default under this Agreement. If drawn upon, Oak Lawn may require the Municipal Customer to replenish said Security Deposit.

The Security Deposit shall be held in an account separate from all other accounts of Oak Lawn in trust for the purpose of making payments due under this Agreement. The Security Deposit may be invested in accordance with the investment policy of Oak Lawn. The investment income earned on the Security Deposit shall accrue to the benefit of the Municipal Customer in whose name such Security Deposit is established.

At its option, Oak Lawn may discontinue the requirement of the Security Deposit at any time and return the funds to the Municipal Customer in whose name the Security Deposit is held. However, Oak Lawn must return the Security Deposit to the Municipal Customer if (1) the Municipal Customer's rating has improved to "BBB-" (or higher) by S&P and "Baa3" (or higher) by Moody's and (2) the Municipal Customer has not been in default for a payment due under this Agreement for a period of three (3) years.

D. Access to Records; Disputes. In addition, Municipal Customers shall have access to Oak Lawn's water and financial department records at all reasonable business hours for the sole purpose of verifying the billing pursuant to this Section. If a Municipal Customer desires to dispute all or any part of any payments under this Agreement, the Municipal Customer shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to Oak Lawn identifying the charges that are disputed, the grounds for the dispute and the amount in dispute within ninety (90) days after the time that the Municipal Customer knew or should have known of the facts giving rise to the dispute. Upon receipt of the notification of dispute, Oak Lawn representatives shall meet with the Municipal Customer's representatives to resolve such dispute. No adjustment or relief on account of any disputed charges shall be made unless such disputed charges are the subject of the notice. Oak Lawn and the Municipal Customer shall promptly attempt and continue efforts to resolve the dispute. In the event that it is determined that the Municipal Customer shall have overpaid, the Municipal Customer shall receive a refund. No actions by the Parties hereto and none of the provisions of this Agreement shall in any way whatsoever relieve any Municipal Customer's payment obligations. Each Municipal Customer will in each Fiscal Year make all budgetary, emergency or other provisions or appropriations necessary to provide for and authorize the prompt payment by that Municipal Customer to Oak Lawn, during each Fiscal Year and on each payment date, of all the charges, payments and adjustments provided for in this Agreement.

E. Tinley Park Role in Billing Mokena and New Lenox. Oak Lawn shall notify Mokena and New Lenox directly with respect to their respective amounts of Capital Costs and Charges due according to Subsection B of this Section. Oak Lawn shall notify Tinley Park of all Aggregate Costs other than Capital Costs and Charges due from Mokena and New Lenox according to Section 20.B. Tinley Park shall remit the Aggregate Costs other than Capital Costs and Charges to Oak Lawn on behalf of Mokena and New Lenox, *provided, however,* that Tinley Park shall not be liable for such payments due from Mokena or New Lenox in the event that Mokena or New Lenox fails to pay. Tinley Park shall provide Oak Lawn with the details of each payment

allocable to Mokena and New Lenox, including the amount of Chicago Water delivered to Mokena and New Lenox by Tinley Park.

Section 21. Future Water Customers; Special Connection Fees.

A. Permit Future Water Customers.

(1) Prior to entering into any written agreement for the purchase, sale, hypothecation or conveyance of Chicago Water pursuant to Section 21.A(2), Oak Lawn shall first provide notice to the Municipal Customers: (a) that there is Available Capacity for the Chicago Water covered by such an agreement and (b) whether or not Oak Lawn proposes the Chicago Water to be sold, conveyed or hypothecated will be provided from the Oak Lawn Reserved Share and (c) the Proposed Component Cost Shares of any proposed Future Water Customer other than an Oak Lawn Reserved Share Customer as provided in the definition of Component Cost Share. In the event that Oak Lawn cannot provide Available Capacity as a result of a refusal by the Municipal Customers to approve repairs included in the approved Asset Management Plan for two years prior to the notice under this Section, then such lack of Available Capacity shall not preclude Oak Lawn from entering into a written agreement pursuant to Section 21.A(2).

(2)

(2) At any time after one year after the Oak Lawn Regional Water System is Substantially Complete and Operational, Oak Lawn may sell, hypothecate or otherwise convey the Chicago Water which is part of the Oak Lawn Reserved Share pursuant to agreements or contracts with Oak Lawn Reserved Share Customers on such terms as Oak Lawn may in its sole discretion agree. In the event of sales of the Oak Lawn Reserved Share, Oak Lawn shall pay a share of Electricity Costs, Transmission Main Maintenance Costs and Pump Station Maintenance Costs for such share in the same percentage as set forth in the Exhibits for such costs as the Municipal Customer most nearly located geographically to such Oak Lawn Reserved Share Customer. As to all other Aggregate Costs attributable to sale of the Chicago Water to an Oak Lawn Reserved Share Customer, except Capital Costs and Charges, Oak Lawn shall be deemed to have taken delivery of such Chicago Water.

(3) Except as otherwise provided in Section 21.A(2), Oak Lawn may enter into agreements or contracts with other Future Water Customers only upon Corporate Consent Obtained of Municipal Customers other than Oak Lawn having not less than 80% of the 2030 Allocations of all the Municipal Customers other than Oak Lawn.

B. To Pay Special Connection Fee for Capital Costs and Charges. On or prior to January 31, 2024, each Southeast System Customer shall pay (or deposit into escrow) the Special Connection Fee. The Special Connection Fee shall be calculated as follows: the Buy In Base multiplied by a fraction, the numerator of which is the Projected Proportionate Share, and the denominator of which is the sum of the Proportionate Shares of the Municipal Customers who are obligated to pay Proportionate Shares and Future Water Customers who have participated in the

payment of Capital Costs and Charges for the full Fiscal Year preceding the Connection Fee Date (collectively, “Participating Customers”). This formula is further expressed as follows:

Projected Proportionate Share				
<hr/> Proportionate Shares of the Participating Customers for a period preceding the Connection Fee Date during which all Customers paid Capital Costs and Charges	X	Buy In Base	=	Special Connection Fee

An example of the Special Connection Fee computation is shown in *Exhibit “M”*, which example shall be non-binding and for illustrative purposes only.

Such Special Connection Fee shall be paid to all Participating Customers on a proportionate basis based upon the following formula:

Special Connection Fee	X	Participating Customer’s Proportionate Share for a period preceding the Connection Fee Date during which all such Customers paid Capital Costs and Charges <hr/> The total Proportionate Shares of all Participating Customers for a period preceding the Connection Fee Date during which all such Customers paid Capital Costs and Charges	=	Participating Customer’s share of the Special Connection Fee
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C. To Pay Proportionate Shares. Each Southeast System Customer shall pay its Proportionate Share (as calculated below) of Capital Costs and Charges on a take or pay basis as is provided herein, having the effect of reducing the Proportionate Shares of Participating Customers, and, accordingly, the Proportionate Shares of Participating Customers will be adjusted to Alternative 2 as stated in *Exhibit “E”* or calculated pursuant to *Exhibit “E.1”* or as otherwise provided in this Agreement.

D. To Pay Old Bonds Special Connection Fee. Unless Oak Lawn receives Corporate Consent Obtained of all Municipal Customers other than Oak Lawn who have made payments of principal and interest on the Old Bonds, Oak Lawn agrees to charge any Future Water Customers other than an Oak Lawn Reserved Share Customer, who propose to utilize any portion of the improvements paid for by any portion of the Old Bonds not less than the amount of the Old Bonds Special Connection Fee or Oak Lawn may elect to pay said Old Bonds Special Connection Fee itself. On or prior to January 31, 2024, each Southeast System Customer shall pay (or deposit into escrow) the Old Bonds Special Connection Fee.

Section 22. Special Connection Fee Payments to Oak Lawn Retail Water System and Certain Municipal Customers. Subject to the terms of any proceeding, ordinance or resolution or related document such as an indenture of Oak Lawn relating to issuance of Bonds as to payments

being made subordinate to other prior claims on Regional System Revenues (such as being payable from surplus or a surplus account or from generally available revenues after prior account requirements shall have been met), each of the Oak Lawn Retail Water System and certain of the Municipal Customers shall be entitled to receive the payments from the Oak Lawn Regional Water System of the Special Connection Fee in the relative amounts provided for same in Section 21.

Section 23. Indemnity/Insurance.

A. Municipal Customer Indemnity. Each Municipal Customer, to the fullest extent permitted by law, agrees to save, keep and hold Oak Lawn harmless from any and all damages of every kind, nature and description, including attorney's fees, which Oak Lawn may suffer as a result of that Municipal Customer's operation or use of that Municipal Customer Water System provided for herein and for any of that Municipal Customer's breaches of this Agreement.

B. Oak Lawn Indemnity. Oak Lawn, to the fullest extent permitted by law, agrees to save, keep and hold Municipal Customers harmless from any and all damages of every kind, nature and description, including attorney's fees, which Municipal Customer may suffer as a result of Oak Lawn's operation or use of the Oak Lawn Regional Water System provided for herein and for any of Oak Lawn's breaches of this Agreement.

C. Insurance. Each Municipal Customer with respect to its Water System and Oak Lawn with respect to the Oak Lawn Regional Water System shall insure or self-insure such systems against physical damages or losses, tort claims, unemployment insurance claims, and other losses commonly covered by insurance in such manner as is commonly provided in the industry for similar water system operations. All such insurance or self-insurance programs shall be in accordance with recommendations made not less often than every five (5) years by an independent insurance consultant who, in the case of self-insurance, shall provide recommended levels of reserves. Upon request, the Parties agree to supply each other copies of the current insurance recommendations and the status of insurance procured and reserves maintained in response thereto. Any insurance provided pursuant to this Agreement shall not limit the indemnity obligations of the Parties under this Agreement.

D. Notice of Claims. In the event of a potential claim under the indemnity obligations of this Agreement or under the insurance required by this Agreement, the Party making such a claim shall promptly notify the Party against which such a claim is directed of the nature of the claim, the extent of the claim, and such other information as to reasonably inform the other Party of the claim.

Section 24. Compliance with All Applicable Rules and Regulations. No Municipal Customer shall contaminate Chicago Water supplied by the Oak Lawn Regional Water System during delivery of such water through the Municipal Customer Water System. Oak Lawn reserves the right, based upon reasonable cause and following reasonable notice, given the circumstances, to make inspections of and perform tests with respect to those facilities within a Municipal Customer Water System which may affect the quality of Chicago Water supplied to the Municipal Customer through the Oak Lawn Regional Water System.

Section 25. Consequential Damages. In no event shall Oak Lawn be liable to any Municipal Customer for any special or consequential damages, including, but not limited to, loss of income, loss of revenue, loss of profits, loss of use, loss of capital, rental expenses, financing, reputation, overhead expenses, or interest, whether based on contract, tort, negligence, strict liability, or otherwise and arising from any cause whatsoever by performance under this Agreement or breach of this Agreement.

Section 26. Approvals and Consents; Corporate Consent Obtained; Executive Consent Obtained.

A. In General. Except as otherwise expressly provided or modified in this Agreement, any action subject to approval or consent or denial by the Municipal Customers shall be either by Corporate Consent Obtained or Executive Consent Obtained. Except as otherwise expressly provided or modified in this Agreement, consent means the approval or consent of the Municipal Customers having 51% or more of the 2030 Allocations of all Municipal Customers who are Parties to this Agreement, Parties to the North Customer Agreements, Parties to the New Southeast Customer Agreements and Future Water Customers that have entered into Conforming Agreements that are in full force and effect.

B. Corporate Consent Obtained. Corporate Consent Obtained is consent by the corporate authorities of the Municipal Customers. Such consent or denial of consent may be provided, and shall be conclusively evidenced by, a copy, certified by a Party's acting or deputy or assistant Municipal Clerk and under such municipality's seal, of such proceedings, ordinances, resolutions or other records purporting to provide such consent or denial of consent. Consent or denial of consent must be received within sixty-five (65) days after the receipt of notice giving rise to the power of consent or denial of consent. If no consent or denial of consent is received from a given Municipal Customer within the time provided in the foregoing sentence (or other express provision relating to time of consent or denial), then such Municipal Customer shall be conclusively deemed to have provided the required written consent.

C. Executive Consent Obtained. Executive Consent Obtained is consent by the Municipal Manager or by the designee(s) of such Municipal Manager; *provided however*, if and only if the Municipal Manager and the designee(s) of the Municipal Manager are unavailable, the Mayor or President of the Municipal Customer may provide consent (the person so acting on any matter for a Municipal Customer being referred to herein as its "*Authorized Representative*"). Each Municipal Customer shall provide Oak Lawn up-to-date name and contact information, including official, mobile, and home telephone numbers and official email addresses for each Municipal Manager and Mayor or President. Unless otherwise provided, the notice provisions as set forth in Section 34 herein shall apply.

Unless otherwise provided, consent or denial of consent must be received within thirty (30) days after the receipt of notice giving rise to the power of consent or denial of consent. If no consent or denial of consent is received from a given Authorized Representative within the time provided herein (or other express provision relating to time of consent or denial), then such Municipal Customer shall be conclusively deemed to have provided the required written consent.

Section 27. Force Majeure. In case by reason of *force majeure* any Party to this Agreement shall be rendered unable wholly or in part to carry out any obligation under this Agreement, then if such Party shall give notice and full particulars of such *force majeure* in writing to the other Parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such *force majeure*, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The settlement of strikes and lockouts (as described in the definition of *force majeure*) shall be entirely within the discretion of the Party having the difficulty and that the above requirement that any *force majeure* shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party or Parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty. No *force majeure* which renders any of the Parties unable to perform under this Agreement shall relieve a Party of its obligation to make the payments which constitute take or pay agreed-upon payments as set forth above in the payment terms in Sections 2 and 15.

Section 28. Enforcement.

A. Oak Lawn to Enforce. Oak Lawn will at all times take all reasonable measures permitted by law to collect and enforce payment of all payments, charges and adjustments provided for in this Agreement.

B. May Pursue Any Remedies. Every obligation assumed by or imposed upon Municipal Customers by this Agreement shall be enforceable by Oak Lawn by appropriate action or proceeding, and Oak Lawn may have and pursue any and all remedies provided by law for the enforcement of such obligation.

C. Failure by Oak Lawn. Failure on the part of Oak Lawn in any instance or under any circumstance to observe or fully perform any obligation assumed by or imposed upon it by this Agreement except its willful failure to supply Chicago Water hereunder without just cause, shall not relieve any Municipal Customer from making any payment to Oak Lawn or fully performing any other obligation required of it under this Agreement. Municipal Customers have and may pursue any and all other remedies provided by law for compelling performance by Oak Lawn of said obligation assumed by or imposed upon Oak Lawn.

D. Pursuit of Legal Remedies. In the event any payment due hereunder is not paid by Municipal Customer, Oak Lawn may pursue any and all legal options available to it under this Agreement and the laws of the State of Illinois.

Section 29. Default.

A. Oak Lawn May Immediately Terminate. Oak Lawn may, by written notice to a given Municipal Customer, immediately terminate this Agreement solely with respect to such Municipal Customer if:

- (1) That Municipal Customer admits in writing an inability to pay its obligations under this Agreement as they become due;
- (2) That Municipal Customer persistently fails to perform any of its payment obligations under this Agreement;
- (3) That Municipal Customer abandons operation of its Municipal Customer Water System; or
- (4) The Chicago-Oak Lawn Agreement is terminated.

B. Oak Lawn May Terminate After Notice and Opportunity to Cure. Subject to and upon completion of the dispute resolution provisions contained in Section 30, for all other defaults that do not allow for immediate termination pursuant to Section 29.A, if a Municipal Customer shall fail, after thirty (30) days written notice of the Municipal Customer's default of any term of this Agreement, to cure, or undertake reasonable efforts to cure the default within ninety (90) days of the written notice if such cure cannot reasonably be completed within thirty (30) days, Oak Lawn may terminate this Agreement solely with respect to such Municipal Customer by providing written notice of termination to the Municipal Customer with a copy to the other Southeast System Customers. Such termination shall be effective upon Oak Lawn's sending of the written notice of termination.

C. Certain Effects of Termination. In the event of any termination, the Proportionate Shares as shown in *Exhibit "E"* or described in *Exhibit "E.1"* shall be recomputed among the remaining Municipal Customers using the Cost Methodology; and the Allocation of Electricity Costs as shown in *Exhibit "F"*, Allocation of Pump Station Maintenance Costs as shown in *Exhibit "G"*, and Allocation of Transmission Main Maintenance Costs as shown in *Exhibit "H"* shall be recomputed among the remaining Municipal Customers based on the methods for each such cost in the respective exhibits. In the event that Oak Lawn shall terminate with respect to Tinley Park, all rights of Mokena and New Lenox hereunder shall remain unaffected.

D. Municipal Customers May Not Terminate. Except as otherwise provided in Section 41 of this Agreement, Municipal Customers shall have no right to terminate, cancel or rescind this Agreement, nor any right to withhold from Oak Lawn payments due or to become due under this Agreement, nor any right to recover from Oak Lawn amounts previously paid under this Agreement (unless paid in error or contrary to the provisions of this Agreement or law), nor any right of reduction or set-off against the amounts due or to become due under this Agreement to Oak Lawn, nor any lien on any amounts in any fund established by Oak Lawn for any reason or on account of the existence or occurrence of any event, condition or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by the Municipal Customers or Oak Lawn or any

other person; including by way of illustration and not limitation, by reason of the fact that the Oak Lawn Regional Water System in whole or in part is not completed, operable or operating; the output of the Oak Lawn Regional Water System in whole or in part is suspended, interrupted, interfered with, reduced or curtailed; either party to the Chicago-Oak Lawn Agreement, including Chicago, does not perform in whole or in part thereunder; any of the Municipal Customers' allocations of Chicago Water received from the IDNR is modified or terminated or any Municipal Customer or Future Water Customer does not perform in whole or in part under any agreement with Oak Lawn; it being the intent hereof that each Municipal Customer shall be absolutely and unconditionally obligated to make all payments under this Agreement, such obligations to survive termination of this Agreement. Oak Lawn will issue its Bonds in specific reliance upon the limitations set forth in this Section with respect to the rights of the Municipal Customers.

Section 30. Dispute Resolution.

A. Negotiation. The Parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. If any Party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a Party's failure to comply with this Agreement, then that Party may serve on the other Party written notice, delivered as provided in Section 34, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Parties then, within seven (7) days, shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein.

B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section, Oak Lawn and the Municipal Customers shall continue to fulfill the terms of this Agreement to the fullest extent possible. Oak Lawn shall continue to provide Chicago Water to the Municipal Customers as provided by this Agreement. The Municipal Customers shall continue to make all payments to Oak Lawn for Chicago Water as provided by this Agreement, including all payments about which the Municipal Customers have or may have a dispute.

C. Remedies. Provided that the Parties have met their obligations under Section 30.A, the Parties shall be entitled to pursue such remedies as may be available in law and equity. The requirements of Subsection A of this Section 30 shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

Section 31. Substitution of More Favorable Provisions.

A. Copy Provided. Oak Lawn must provide, within seven (7) days after a request from the Southeast System Customers, a copy of any water sale, purchase or service agreement between Oak Lawn and any other Municipal Customer or Future Water Customer.

B. Customer Determination. If the Southeast System Customers learn of an Other Agreement that has a Favorable Provision, then the Southeast System Customers may each adopt

an ordinance adding to this Agreement any such Favorable Provision from the Other Agreement and deleting from this Agreement the provisions, if any, for which any Favorable Provision has been substituted. Each Favorable Provision adopted by the Southeast System Customers must be substantially identical to the provision in the Other Agreement, and Oak Lawn must accept the Favorable Provision as a term of this Agreement, subject to the procedures set forth below. The Southeast System Customers acknowledge and agree that neither the Southwest System Customer Agreement nor the North System Customer Agreement contains any such Favorable Provision.

C. *Notice to Oak Lawn.* Any Southeast System Customer adopting such an ordinance pursuant to this Section shall provide written notice to Oak Lawn of such action within thirty (30) days after such ordinance becomes effective. Such notice shall be delivered as provided in Section 34 and shall include a copy of the ordinance.

D. *Disputes.* If Oak Lawn disagrees with the action(s) taken pursuant to an ordinance adopted by a Southeast System Customer pursuant to this Section, such disagreement shall be initially subject to the process set forth in Section 30.

E. *Mediation.* If the Parties are unable to resolve their disagreement under this Section 31 through the dispute resolution process in Section 30, the Parties agree to attempt to resolve any such disagreement under this Section 31 by mediation, which shall be conducted pursuant to any applicable Illinois law and the then current procedures of, and using a mediator from, ADR Systems or, if ADR Systems is unable to handle the mediation, the Association of Attorney-Mediators (Illinois Chapter), or any other procedure and mediator upon which the Parties may agree.

(1) The Parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation.

(2) Either Oak Lawn or the Southeast System Customers may commence the mediation process by providing to the other Parties written notice, setting forth the bases for the disagreement and the result requested. Within ten (10) days after the receipt of the foregoing notice, the other Parties shall deliver a written response to the initiating Party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The Parties agree to share the costs and expenses of the mediation with one-half paid by Oak Lawn and one-half paid by the Southeast System Customers (which shall not include the expenses incurred by each Party for its own legal representation in connection with the mediation).

(3) The Parties further acknowledge and agree that mediation proceedings are settlement negotiations and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties or their agents shall be confidential and inadmissible in any other legal proceeding involving the Parties; *provided, however*, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(4) At no time prior to the initial meeting shall any Party initiate any litigation relating to the disagreement under this Section 31. However, this limitation is inapplicable to a Party if another Party refuses to comply with the requirements of paragraphs (1) and (2) above.

(5) All applicable statutes of limitation and defenses based on the passage of time shall be tolled while the procedures specified in paragraphs (1) and (2) above are pending and for fifteen (15) days thereafter. The Parties will take such action, if any, required to effectuate such tolling.

F. *Further Remedies.* If the Parties are unable to resolve their disagreement pursuant to mediation as set forth above, then any Party may pursue any remedy at law or in equity as may be available to it.

Section 32. Records. Except as otherwise prohibited by law, or as otherwise excluded by other sections of this Agreement, the Southeast System Customers shall have reasonable access to records pertaining to the Oak Lawn Regional Water System and to those records pertaining to Oak Lawn's compliance with its obligations under this Agreement, and for the purposes of inspection by any authorized representatives of the Southeast System Customers, including the Working Groups, during regular business hours, upon reasonable notice, to the same extent as such records are available for inspection by any authorized representatives of Oak Lawn.

Section 33. Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of the other Parties; *provided, however,* because this Agreement is made with particular reference to the holders or prospective holders of the Bonds for the purpose of assuring and protecting the interests of such holders, Oak Lawn may at any time assign or pledge for the benefit and security of the holders of the Bonds all of its rights under the provisions of this Agreement to receive payments from Municipal Customers. This Agreement shall be binding upon the Parties, and their respective successors, assigns, heirs and legal representatives, subject, however, to the provisions hereof limiting assignment.

Section 34. Notices. All notices or communications provided for herein shall be in writing and shall be delivered to Municipal Customer or Oak Lawn either (i) in person or, (ii) by a reputable overnight courier, (iii) by United States mail "via, certified mail, return receipt requested", postage prepaid, addressed:

to Municipal Customers as follows:

Matteson

Village Administrator
Village of Matteson
4900 Village Commons
Matteson, Illinois 60443

Olympia Fields

Village Administrator
Village of Olympia Fields
20040 Governors Highway
Olympia Fields, Illinois 60461

Country Club Hills

City Manager
City of Country Club Hills
4200 West Main Street
Country Club Hills, Illinois
60478

to Oak Lawn as follows:

Village Manager
Village of Oak Lawn
9446 South Raymond Drive
Oak Lawn, Illinois 60453

Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 34, each Party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Section 35. Section and other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 36. Construction. This Agreement is the end result of the combined effort of the Parties and has been jointly negotiated, drafted and reviewed by each Party and its respective attorneys. No one Party shall be deemed to have drafted this Agreement and no ambiguity in this Agreement shall be interpreted or construed against any Party.

Section 37. Superseder; Amendment; Waiver.

A. Exhibits. All Exhibits attached hereto are incorporated into and made a part of this Agreement.

B. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire Agreement between Oak Lawn and the Southeast System Customers for the purchase and sale of Chicago Water, and the intergovernmental agreements between or among some or all of the Parties to this Agreement including but not limited to those that are listed in *Exhibit "N"* to this Agreement are hereby superseded and shall be of no further force and effect. Contracts or Agreements to which Oak Lawn is not a party are neither superseded nor affected by this Agreement.

C. Amendments and Waivers. No addition, deletion, revision, alteration, change, modification or waiver of any term or condition of this Agreement shall be binding on any Party unless made in writing and signed by the Parties. The failure by a Party to enforce any provision of this Agreement or to require performance by the other Parties will not be construed to be a waiver, or in any way affect the right of any Party to enforce such provision thereafter.

D. Limitations on Modifications. No such change or modification may materially impair or adversely affect the ability or obligation of any Municipal Customer to make payments to Oak Lawn at the times, in the amounts, and with the priority required in order for Oak Lawn to timely meet Oak Lawn's obligations under this Agreement, the Chicago-Oak Lawn Agreement, other Oak Lawn water purchase or sale contracts and the Bonds, including without limitation the making of all deposits in various funds and accounts created under the proceedings, resolution or any ordinance authorizing the Bonds or any related document such as an indenture; or materially impair or adversely affect the ability of the holders of the Bonds, to enforce the terms of this Agreement. No such change or modification which will affect the rights and interest of the holders of the Bonds shall be made without the written approval of an authorized representative of the holders of at least seventy percent (70%) of the outstanding Bonds and no such change or modification shall be effective which would cause a violation of any provisions of the resolution or any ordinance authorizing the Bonds of Oak Lawn.

Section 38. Severability. Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

Section 39. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws.

Section 40. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be executed by Oak Lawn and the other Parties and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Section 41. Effective Date and Term of Agreement.

A. Effective Date. This Agreement shall be in full force and effect and shall become binding upon the Parties if on or before January 31, 2024, (1) each of the Southeast System Customers submits to Oak Lawn an original signed copy of this Agreement, as an offer, and

Oak Lawn countersigns such Agreement as acceptance and (2) each Southeast System Customer has paid (or deposited in escrow) the Special Connection Fee and the Old Bonds Special Connection Fee. Provided all such conditions have been met, the Effective Date of this Agreement shall be January 1, 2024. The Parties hereto further agree to provide a sufficient number of duplicate originals of this Agreement so as to provide one such duplicate original to each Party. Oak Lawn agrees to supply certified copies of the North Customer Agreements and the Southwest Customer Agreements to the Parties hereto promptly after execution.

B. Term. From and after the Effective Date, this Agreement shall remain in full force and effect up to and including August 1, 2054.

C. Termination and Renewal. This Agreement may be terminated pursuant to one of the following procedures: (1) by written amendment to this Agreement duly authorized by the appropriate legislative action of all of the Parties; (2) written notice pursuant to Subsection D of this Section; or (3) by written notice served by the Party desiring to terminate this Agreement at the end of the Term stated above, specifically stating that the Party sending the notice intends that the Agreement will terminate without renewal, such notice to be effective only if served upon the other Party not more than thirty-six (36) months and not less than thirty (30) months prior to the expiration of the Term. In the event that either Oak Lawn or one or more of the Southeast System Customers provides written notice pursuant to the notice provision of clause (2) of this Section 41.C, each Party to this Agreement agrees to appoint, delegate and authorize its Chief Administrative Officer to meet and confer with the appointed, delegated and authorized Chief Administrative Officers of the other Parties promptly thereafter to discuss the reasons for the termination notice and whether there are circumstances under which the Parties might mutually agree to renewal and continue their cooperative relationship under this Agreement. If a Party does not have a Chief Administrative Office in place, then the Mayor or Village President shall participate in this meeting process. The Parties agree to use their best efforts and to work in good faith through this meeting process to resolve all issues precipitating the notice of termination. These efforts shall continue for a period of not less than twelve (12) months following the notice. The Parties also agree to commence negotiation of a renewal agreement not less than five (5) years before the expiration of the Term, and to engage in good faith negotiations to finalize any renewal terms.

If after the end of the Term, a Party does not renew its agreement with Oak Lawn, but still requires purchasing Chicago Water through the Oak Lawn Regional Water System (1) said Party shall remain liable for its payment of Capital Costs and Charges for all Bonds issued while a Municipal Customer of the Oak Lawn Regional Water System, and (2) said Party shall pay a water rate, for each period following the expiration of this Agreement, equivalent to the wholesale water rate in effect for such period as adjusted from time to time, plus 30% of the wholesale water rate.

If a Party leaves the Oak Lawn Regional Water System, such Party shall pay all costs necessary and appropriate to completely disconnect from the System, including but not limited to all engineering and legal fees of the System to effectuate such disconnection.

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IN WITNESS WHEREOF, Oak Lawn and Southeast System Customers have caused their respective corporate seals to be hereunto affixed and attested and these presents to be signed by their respective officers.

SOUTHEAST SYSTEM CUSTOMERS:

VILLAGE OF MATTESON

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2024

VILLAGE OF OLYMPIA FIELDS

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2024

CITY OF COUNTRY CLUB HILLS

By: _____
Its: Mayor

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2024

OAK LAWN:

VILLAGE OF OAK LAWN

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2024

EXHIBITS (A TO H) HERE

EXHIBIT I

REQUIRED MUNICIPAL CUSTOMER IMPROVEMENTS

The following Water System Improvements are to be made by the Identified Municipal Customers within one year after the original Effective Date of the Water Sale, Purchase and Service Agreement:

1. Orland Park - Remove the direct connection between the discharge header of the pumping units located at the Orland Park Pumping and Storage Complex and the 36-inch Chicago Water supply line from Oak Lawn just downstream of the Point of Delivery and immediately upstream of their weir structure air gap. An approved bypass system (for emergency use only) shall be considered to provide suitable provisions for backflow prevention, isolation, flow control, RWS remote control and monitoring, and standard operating procedure to prevent risk of contamination at the Point of Delivery. The closest isolation valve in the approved bypass system to the water supply shall be owned, monitored, and controlled by RWS during approved emergency use.

2. Palos Hills – Construct an approved backflow prevention device immediately downstream of the Point of Delivery.

Additionally, Tinley Park shall, within one year after the Effective Date of the Water Sale, Purchase and Service Agreement, investigate and raise (as necessary) the fill line serving the five (5) million-gallon CBI (steel) ground storage reservoir at the Tinley Park Storage and Pumping Complex such that the air gap requirements of the Agreement Section 14 are satisfied.

EXHIBIT J

CONTRACTS THAT SOUTHEAST SYSTEM CUSTOMERS HAVE WITH OTHERS TO SUPPLY WATER

Supplier	Purchaser	Contract Term

[To be completed.]

EXHIBIT K

PAYMENTS DUE TO OAK LAWN FOR “OLD BONDS”

AND OLD BONDS SPECIAL CONNECTION FEE

I. OLD BONDS FOR 2001 AND 2006 IMPROVEMENTS.

A. *2001 Improvements.* In 2001, Oak Lawn designed and constructed a new fifty-four (54) inch diameter dedicated water transmission main from the City of Chicago’s Durkin Park Pumping Station at 85th Street and Keeler Avenue to Oak Lawn’s Reich Pumping Station at 91st Street and Southwest Highway (the “*2001 Improvements*”). To pay for the 2001 Improvements, Oak Lawn issued the General Obligation Corporate Purpose Bonds, Series 2001A (“*2001A Bonds*”). The 2001A Bonds have subsequently been refinanced by Oak Lawn through the issuance of its General Obligation Refunding Bonds, Series 2011A (“*2011A Bonds*”). The Southwest System Customers and the Southeast System Customers have agreed to pay shares of the debt service for the costs of the 2001 Improvements.

B. *2006 Improvements.* In 2006, Oak Lawn designed and constructed the Harker Pump Station Piping Improvements and the Booster Pump Station Improvements (collectively, “*2006 Improvements*”). To pay for the 2006 Improvements, Oak Lawn issued the General Obligation Corporate Purpose Bonds, Series 2006 (“*2006 Bonds*”) and the Southwest System Customers and the Southeast System Customers have agreed to pay shares of the debt service for the costs of the 2006 Improvements.

C. *Prior Agreements.* Oak Lawn and the Southwest System Customers have previously entered into certain intergovernmental agreements for the payment of shares of the debt service on the 2001A Bonds and the 2006 Bonds, which the Parties agree will be replaced in full by the terms of this Exhibit K and the Agreement to which it is attached, as more particularly itemized in Exhibit N to the Agreement. In this Exhibit K, the Parties have agreed to conform the method of determining the relative shares of the Customers for both the 2001 and 2006 Improvements to be based on each Customer’s current year IDNR Lake Michigan water allocation.

D. *Old Bonds.* The 2001A Bonds, the 2011A Bonds and the 2006 Bonds are collectively referred to as the “*Old Bonds.*”

II. PAYMENTS BY SOUTHWEST SYSTEM CUSTOMERS AND SOUTHEAST SYSTEM CUSTOMERS.

A. *Obligation to Pay.* In addition to the other amounts due pursuant to Section 15 of the Agreement, the Parties recognize and agree that the Southwest System Customers, the Southeast System Customers and any other Old Bonds Participating Customers (as hereinafter defined) shall be solely responsible for the payment of all principal and interest costs, on a proportionate basis as described in this Exhibit K, associated with the 2001A Bonds/2011A Bonds issued for the 2001 Improvements and the 2006 Bonds issued for the 2006 Improvements and, in no event shall Oak

Lawn be responsible for any payments from its corporate or other funds for bond principal or interest repayment with respect to the 2001 and 2006 Improvements.

B. *Old Bonds Proportionate Share.* Each Southwest System Customer and Southeast System Customer shall pay its proportionate share of the annual debt service incurred by Oak Lawn related to the 2001 Improvements and the 2006 Improvements, including, but not limited to, all financing, construction and land acquisition costs (if any) and all engineering and legal fees associated therewith. Each Southwest System Customer's and Southeast System Customer's share for each of the 2001 Improvements and 2006 Improvements is to be determined based upon that Customer's current annual Lake Michigan water allocation from the IDNR in relation to the current annual water allocations of all other Municipal Customers utilizing the 2001 Improvements and/or 2006 Improvements who have agreed to pay for a share of either or both Improvements, as applicable (hereinafter referred to as its "*Old Bonds Proportionate Share*").

C. *Billing.* Oak Lawn shall invoice each Southwest System Customer and each Southeast System Customer for its Old Bonds Proportionate Share of any such debt service payments no less than thirty (30) days prior to Oak Lawn's due date for depositing funds for making any such debt service payments. Each said Customer shall remit its payment for its Old Bonds Proportionate Share of such debt service payment on or before said due date, so that Oak Lawn has sufficient funds on hand to make the required debt service payment. Each said Customer's total annual payment for its Old Bonds Proportionate Share of debt service may be divided into two (2) or more partial payments by Oak Lawn so as to follow the payment schedule for Oak Lawn's debt service payments.

D. *Advance Payment.* Any Southwest System Customer or Southeast System Customer may prepay all or any portion of its indebtedness under this Exhibit K without penalty at any time. Any such full debt service prepayment would fulfill all of such Customer's obligations under this Exhibit K.

E. *Duration of Obligation to Pay.* It is anticipated that Oak Lawn will be financing the 2001 and 2006 Improvements by issuing debt instruments with a repayment schedule that does not exceed thirty (30) years for each group of Improvements. As such, each Southwest System Customer and Southeast System Customer agrees that it shall remain obligated under this Exhibit K for the payment of its Old Bonds Proportionate Share for the entire term of the debt instruments issued by Oak Lawn to finance each of the 2001 and 2006 Improvements. Said payment obligation of each Southwest System Customer and Southeast System Customer shall remain in full force and effect even if that Customer ceases to obtain Chicago Water through the Oak Lawn Regional Water System prior to the final payment for the debt service for each of the 2001 and 2006 Improvements by Oak Lawn. In the event that a Southwest System Customer or Southeast System Customer ceases to obtain Chicago Water through the Oak Lawn Regional Water System prior to the final payment for the debt service for each of the 2001 and 2006 Improvements by Oak Lawn, that Customer's Old Bonds Proportionate Share of said annual debt service shall, after that Customer ceases to obtain Chicago Water through the Oak Lawn Regional Water System, be calculated based on that Customer's water allocation during the twelve (12) months immediately preceding the cessation of that Customer's receipt of Chicago Water through the Oak Lawn Regional Water System.

III. REALLOCATION OF OLD BONDS PROPORTIONATE SHARES; OLD BONDS SPECIAL CONNECTION FEE.

A. *Reallocation with Southeast System Customers.* Upon the Effective Date of this Agreement, with the Southeast System Customers agreeing to pay their respective Old Bonds Proportionate Share, each Southwest System Customer’s Old Bonds Proportionate Share payments thereafter shall be reduced accordingly (pro rata based upon each Southwest System Customer’s current daily water allocation and the combined current daily water allocations of all Oak Lawn Municipal Customers participating in paying the debt service for each of the 2001 Improvements and the 2006 Improvements, including the Southeast System Customer).

B. *Reallocation with Future Water Customers.* In the event that Oak Lawn enters into an agreement for water sale, purchase or service with any Future Water Customer other than an Oak Lawn Reserved Share Customer after the Effective Date of this Agreement, Oak Lawn agrees that any such agreement with any such Future Water Customer that utilizes either the 2001 Improvements, the 2006 Improvements, or both, shall require the Future Water Customer to pay its Old Bonds Proportionate Share (based upon the Future Water Customer’s then current daily water allocation) of the debt service incurred by Oak Lawn for 2001 Improvements, 2006 Improvements, or both, as utilized by the Future Water Customer, and that future payments of the Old Bonds Proportionate Share owed by each Southwest System Customer and each Southeast System Customer shall be reduced accordingly (pro rata based upon its current daily water allocation and the combined current daily water allocations of all Oak Lawn Municipal Customers participating in paying the debt service for each of the 2001 Improvements and the 2006 Improvements, including the Future Water Customer).

C. *Calculation of Old Bonds Special Connection Fee.* The Old Bonds Special Connection Fee shall be calculated as follows: the Buy In Base for Old Bonds multiplied by a fraction, the numerator of which is the annual allocation of Chicago Water by IDNR to the Southeast System Customer or other Future Water Customer as of the Connection Fee Date, and the denominator of which is the sum of the total annual allocations by IDNR to those Municipal Customers as of the Connection Fee Date who are obligated to pay on each series of the Old Bonds pursuant to this Exhibit for the 2001 Improvements, the 2006 Improvements, or both, as are to be utilized by the proposed Customer (collectively, “*Old Bonds Participating Customers*”), plus the amount contained in the numerator for the Chicago Water allocation to the proposed Customer. This formula is further expressed as follows and shall be applied to each series of the Old Bonds:

IDNR water allocation to the Southeast System Customer or Future Water Customer as of the Connection Fee Date <hr style="width: 50%; margin-left: 0;"/> IDNR annual water allocations to the Old Bonds Participating Customers as of the Connection Fee Date plus the amount included in the numerator	X	Buy In Base for Old Bonds	=	Old Bonds Special Connection Fee
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Such Old Bonds Special Connection Fee shall be paid to all Old Bonds Participating Customers on a proportionate basis based upon the following formula:

Old Bonds Special Connection Fee	X	<p>Old Bonds Participating Customer's Chicago Water annual allocation from IDNR as of the Connection Fee Date</p> <hr/> <p>The total Chicago Water annual allocation of all Old Bonds Participating Customers as of the Connection Fee Date</p>	=	Old Bonds Participating Customer's share of the Special Connection Fee
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IV. INDEMNIFICATION.

For and in consideration of the obligations assumed by Oak Lawn under this Exhibit K and related provisions of the Agreement pertaining to the Old Bonds, each Southwest System Customer and Southeast System Customer shall release, defend, indemnify and hold Oak Lawn, its officers, agents and employees (the "Oak Lawn Indemnified Parties") harmless from any and all claims, demands, lawsuits, damages, judgments or costs, including reasonable attorney's fees (collectively referred to as "Claims") of whatsoever nature occurring, arising from or related to any challenge to the legality of this Exhibit K and related provisions of the Agreement pertaining to the Old Bonds, by an individual and/or entity not a party to the Agreement. However, in the event Oak Lawn exercises this indemnification provision, each Southwest System Customer and Southeast System Customer shall retain the right to appoint counsel of its choosing to defend against any such challenge and shall retain the right to settle or compromise any such claim with or without the consent of Oak Lawn. In addition, this indemnification obligation shall be borne by all the Participating Municipalities in their applicable Old Bonds Proportionate Shares. Without limiting the generality of the foregoing indemnity, and by way of example only, each Southwest System Customer and Southeast System Customer shall release, defend, indemnify and hold the Oak Lawn Indemnified Parties harmless from any Claims by Municipal Customers or Future Water Customers with respect to their ability to utilize the 2001 or 2006 Improvements as a consequence of this Exhibit K or any payments associated therewith which may be required under this Exhibit K and the Agreement. In addition, each Southwest System Customer and Southeast System Customer shall remain legally responsible for the payment of its Old Bonds Proportionate Share of the bond and interest payment irrespective of any Claims or the outcome of any legal proceedings regarding such Claims.

EXHIBITS (L TO M) HERE

EXHIBIT N

SUPERSEDED INTERGOVERNMENTAL AGREEMENTS

AGREEMENT	DATE
PRIMARY WATER CONTRACTS	
Water Supply Service Agreement Between Village of Oak Lawn and Village of Olympia Fields	May 11, 1983
Water Supply Service Agreement Between Village of Oak Lawn and City of Country Club Hills	March 13, 1984

EXHIBIT O

FINANCING PLAN AND PARAMETERS OAK LAWN REGIONAL WATER SYSTEM “NEW SERIES BONDS” FOR THE “2013 REGIONAL SYSTEM IMPROVEMENTS”

I. INTRODUCTION.

This Financing Plan and Parameters (the or this “*FPP*”) is set forth as Exhibit O to that certain “Regional Water System Water Sale, Purchase and Service Agreement Between the Village of Oak Lawn, Illinois and Certain of Its Municipal Customers” (the “*Agreement*”). The defined terms of the Agreement are incorporated by reference, unless otherwise defined expressly in this Exhibit O or unless the context or use of a term clearly indicates another meaning is intended. This FPP is pursuant to Section 4.B of the Agreement and relates to the New Series Bonds and Bonds issued at any time in the future to refund New Series Bonds.

II. SOURCE OF FUNDS AND LIEN PRIORITIES; PREFERENCES FOR IEPA LOANS.

The Bonds shall be payable from the “*Net Revenues*” (Regional System Revenues less Operation and Maintenance Costs). The Bonds may be in various lien positions, commonly referred to as first lien, second lien, third lien, and so on. It is anticipated that a portion of the Bonds will be issued to the IEPA pursuant to its 20-year loan program for water projects (such portion will be referred to interchangeably with Bonds as the “*IEPA Loans*”).

IEPA Loans shall be Bonds in a third lien position on Net Revenues. Oak Lawn shall procure the maximum amount of IEPA Loans made available to it to finance the Project. In stating this preference, the Parties to the Agreement acknowledge that they are familiar with the IEPA water project loan program regulations, which in general provide funding for certain Project costs and defer loan repayment for a period of time, adding the deferred interest to principal at the time the loan begins to amortize, and such amortization occurring in level stated amounts of principal and interest semi-annually for 20 years. It is possible that during the course of acquiring and constructing the 2013 Regional System Improvements (herein also the “*Project*”) the IEPA may offer a 30-year loan program. Oak Lawn will seek to issue Bonds for 30-year IEPA Loans only after Executive Consent [is] Obtained as provided in the Agreement.

One series of IEPA Loans has already been procured by Oak Lawn, utilizing its own credit on an interim basis. This is an IEPA Loan approved for \$15,000,000 (estimated to be drawn in the amount of approximately \$12,700,000), more or less, to provide for improvements at the Harker Pumping Station. This FPP permits allocation of that IEPA Loan to a Bond (*i.e.* payable from the Net Revenues). This FPP permits Oak Lawn to have allocated to it, to the fullest extent possible, the debt service payments on this IEPA Loan as its share of Capital Costs and Charges. This provision entitles Oak Lawn to the (low) interest rate obtained on such IEPA Loan.

For Bonds which must be issued which are not IEPA Loans, this FPP permits the issuance of Senior Lien Bonds with a goal of achieving a rating in the second highest rating category by

one or more appropriate rating agencies (such as Moody's or S&P) which ratings are now commonly known as "AA" or "Aa." The Parties acknowledge that such ratings typically require financial covenants, such as Net Revenues coverage of debt service on such Bonds.

III. MAXIMUM PRINCIPAL AMOUNTS.

A. The maximum principal amount of Bonds issued to pay the costs of acquiring and constructing the Project, including the costs of all lands and rights in land and water, and other necessary or advisable capital expenditures related thereto, and all costs of engineering related to the Project, shall not exceed such principal amount as will produce not in excess of \$315,000,000 of proceeds.

B. To said principal amount may be added amounts as follows:

1. Costs of issuance of the New Series Bonds (which includes the costs of all Parties to the Agreement of negotiating the Agreement) including legal, financial advisory, and engineering costs of such negotiations, bank fees and underwriting fees and similar costs, costs of credit enhancement such as bond insurance, line of credit or letter of credit fees, and the like, and typical closing costs for Bonds and original issue discount.

2. Bond reserve amounts not to exceed ten percent (10%) of the face ("*par*") amount of the New Series Bonds.

3. For any series of refunding Bonds, such additional principal amounts as may be necessary to accomplish such refunding (*i.e.* pay the designated debt service [principal and interest and redemption costs, if any] of such prior series of Bonds) including costs of issuance of such refunding Bonds, in each instance limited to two percent (2%) of par plus any bank fees or credit enhancement fees related to such refunding Bonds.

4. Capitalized interest on any Bonds for a maximum term of five years.

C. The maximum principal amount of Bonds of all series, including any series of refunding Bonds, which may be outstanding at any one time shall not exceed \$327,000,000.

IV. MINIMUM PURCHASE PRICE AND COMPENSATION TO BANKS AND UNDERWRITERS.

Bonds shall be sold at not less than 98% of par, exclusive of any original issue discount. Compensation paid to any bank or financial institution acquiring Bonds in a negotiated purchase shall not exceed 1% of par. Compensation to any underwriters of Bonds shall not exceed 2% of par.

V. RATES OF INTEREST ON BONDS.

No Bond shall bear a rate of interest or have a yield greater than permitted to a non-home rule governmental unit in Illinois as currently provided in the "Bond Authorization Act" of the State, as supplemented or amended. Oak Lawn will retain an independent municipal advisor for

all Bonds except those which are IEPA Loans. Oak Lawn will obtain from such municipal advisor an opinion on each series of Bonds except IEPA Loans that the interest rates payable and the other financial terms of such Bonds are fair and reasonable in view of the structure of such Bond issue and then current conditions in the relevant market for such Bonds.

Bonds may utilize interest rate swaps upon the terms set forth in the Bond Authorization Act.

VI. MAXIMUM ANNUAL DEBT SERVICE.

Planned maximum annual debt service shall not exceed \$24,000,000. However, Bonds may become due resulting in greater debt service than that amount with the intention of refunding such Bonds (such obligations may have what is referred to as “bullet” maturities).

VII. TERM TO MATURITY; ANNUAL DEBT SERVICE; CERTAIN BOND CONSIDERATIONS.

As noted above, the Parties acknowledge the terms upon which the IEPA Loans will be repaid.

For other Bonds, planned principal authorization, to the extent commercially reasonable, will be deferred so as to begin to amortize at the final maturity of an IEPA Loan and end prior to expiration of the current term of the Agreement.

VIII. REVOLVING LINE OF CREDIT BONDS

At any time prior to the completion of the Project, Bonds may be issued in the form of a revolving line of credit (“*L/C Bonds*”) having a variable rate of interest within the maximum rate of interest set forth above. The maximum amount of such LC Bonds is \$35,000,000. If the L/C Bonds are outstanding upon completion of the Project, Oak Lawn will begin a financing effort to refund such L/C Bonds with long-term Bonds. Or, at such time, the term or maturity of the L/C Bonds may be extended to a further date if in the judgment of Oak Lawn such extension is advantageous but only after Executive Consent [is] Obtained as provided in the Agreement.

EXHIBIT P

STATEMENT OF MUTUAL COOPERATION PROCESS

For purposes of this Exhibit, all definitions as given in the Agreement of which this Exhibit is a part are incorporated by reference.

A. It is the intention of the Parties to this Agreement to create a long-term arrangement that is able to change and evolve over coming years to meet the changing demographics and needs of Oak Lawn and the Southeast System Customers.

B. Both Oak Lawn and the Southeast System Customers embrace the concept of establishing a framework for a long-term intergovernmental cooperative relationship for the reliable and cost-effective delivery of Chicago Water from Chicago to the Southeast System Customers through the Oak Lawn Regional Water System. To meet this objective, Oak Lawn and the Southeast System Customers agree to work together to investigate possible means of furthering the improvement and operation of the Oak Lawn Regional Water System to provide the Southeast System Customers with a long-term, reliable supply of Chicago Water. Oak Lawn and the Southeast System Customers agree that they will, from time to time, investigate alternative capital improvements and financing methods, as well as alternative operations and maintenance procedures, for the Oak Lawn Regional Water System, with the overall objective of enhancing the public health, safety and welfare of those to whom the Southeast System Customers provide Chicago Water.

C. Both Oak Lawn and the Southeast System Customers recognize that an essential element of this cooperative relationship is to ensure a reliable water delivery system for the provision of Chicago Water at a reasonable cost, and they jointly will seek out and develop mutually beneficial opportunities. As part of this effort, this Agreement establishes a regular method of budget development and review for the Oak Lawn Regional Water System, on Oak Lawn's annual budget cycle, and a process to evaluate budgeted items and anticipated costs.

D. Oak Lawn recognizes that the Southeast System Customers are a substantial contributor to the total Operation and Maintenance Costs of, and to the Capital Costs and Charges for, the Oak Lawn Regional Water System in the provision of Chicago Water to the Southeast System Customers, and that the Southeast System Customers desire meaningful input in various aspects of the Oak Lawn Regional Water System. Oak Lawn intends to share these enhanced input opportunities with the Southeast System Customers.

E. This Agreement will establish a variety of mechanisms for enhanced contact and communication between Oak Lawn and the Southeast System Customers on topics relevant to this Agreement including, among other things, water supply and reliability, Operation and Maintenance Costs and Capital Costs and Charges for the Oak Lawn Regional Water System, and the future effective and beneficial functioning of the Oak Lawn Regional Water System and the relationship between the Parties.

F. The mutually cooperative efforts set forth in this Exhibit will occur mainly through Working Groups as described in Sections I.B and I.D of this Exhibit and management level communications as described in the following sections. The Southeast System Customers acknowledge that providing review, feedback, recommendations and input to Oak Lawn, and Oak Lawn's acceptance of such, shall not supersede Oak Lawn's role as the sole entity responsible for the daily operation of the Oak Lawn Regional Water System. Oak Lawn supports these mutual cooperation efforts but reserves the right to accept or not accept certain recommendations provided by the Southeast System Customers.

G. The Southeast System Customers acknowledge that Oak Lawn is the licensed water system operator solely responsible for the Oak Lawn Regional Water System and as established and permitted by the IEPA, and therefore it shall be mandatory that Oak Lawn retain full operational control of the Oak Lawn Regional Water System.

H. Oak Lawn and the Southeast System Customers agree to commence mutual cooperation efforts outlined in this Exhibit, including Working Groups as described in Sections I.B and I.D of this Exhibit, upon execution of this Agreement. The Parties agree that this will enable and support the effective and efficient completion of the 2013 Regional System Improvements, the plan for which the Southeast Customers have approved.

ACCORDINGLY, OAK LAWN AND THE SOUTHEAST SYSTEM CUSTOMERS AGREE AS FOLLOWS.

I. Cooperation and Communication Regarding Reliability and Cost Control; Review and Accountability.

A. Coordination and Communication. Oak Lawn and the Southeast System Customers agree that they desire to establish a variety of means to enhance and promote communication and cooperation between Oak Lawn and the Southeast System Customers. In addition to those matters otherwise addressed in this Agreement, Oak Lawn and the Southeast System Customers also wish to establish procedures and processes to allow review of the Oak Lawn Regional Water System, to enable continuing channels of communication between Oak Lawn and the Southeast System Customers, and to ensure beneficial decision-making by Oak Lawn in the operation, maintenance and periodic improvement of the Oak Lawn Regional Water System. Nothing in this Exhibit is intended to require the Southeast System Customers to create reports that each does not regularly produce.

In order to enhance transparency and avoid delay in decision making, the following are the general expectations and responsibilities for communication by and between the Contractor, Oak Lawn, Customer Communities and their Consulting Engineer currently Christopher B. Burke Engineering (CBBEL), Oak Lawn's Consulting Engineer (CDM Smith), and information from public agencies or utilities involved in the Project:

Oak Lawn will receive questions and comments on the Project, conduct weekly construction and coordination meetings, update the managers and boards of trustees/city councils/village councils as needed, and process pay applications.

Oak Lawn's Consulting Engineer, currently CDM Smith, will be the central communications hub with all parties, coordinate communications with the contractor, attend weekly construction meetings, attend weekly coordination meetings with CBBEL, attend the Customer Review Committee meetings or conference calls as requested, post weekly construction coordination meeting minutes to the SharePoint site, and prepare logs of work change directives, change orders, RFI's, and submittals uploaded to the SharePoint site monthly.

Customer Communities and the Customer Communities' Consulting Engineer, currently CBBEL, will attend weekly coordination meetings, schedule and attend Customer Review Committee meetings or conference calls as needed, and update communities not on the Customer Review Committee as needed.

Change Order Working Group, at times referred to as the Customer Review Committee, will consist of three members of the customer communities that are selected by a vote of the customer communities. This group will review and approve change orders as described in section D(4). They also will update communities not on the Customer Review Committee of any decisions that are made via e-mail.

Contractor will be required to attend weekly construction meetings, respond to CDM Smith requests, and prepare minutes for weekly construction meetings.

Public Agencies and Utilities will be engaged to receive questions or comments pertaining to the project and be provided responses as required in a timely fashion.

B. Mutual Cooperation Through Working Groups.

1. Formation. To facilitate an ongoing structure for consistent communication, Oak Lawn and the Southeast System Customers agree that the Southeast System Customers will establish three working groups ("*Working Groups*"), consisting of personnel from the Southeast System Customers, to address the subject areas described in Section I.D of this Exhibit. The Southeast System Customers will notify Oak Lawn of the formation of the Working Groups and the membership of each Working Group, as well as the designated chairperson for each Working Group and such group's designated liaison to Oak Lawn, from time to time. The Southeast System Customers shall be responsible to provide staff support to the Working Groups, including preparation of meeting agenda and minutes. The Working Groups are intended to be performing jointly the role of staff of the Southeast System Customers, and are not intended to be public bodies subject to the provisions of the Open Meetings Act.

2. Oak Lawn Liaisons. Oak Lawn will designate at least one liaison to act on its behalf in cooperating with the Working Groups in various ways, including (a) meeting with the Working Groups as described in this Exhibit, (b) providing information to the Working Groups as requested by each Working Group in connection with their various subject matter areas, and (c) obtaining answers to questions and concerns raised by the Working Groups in connection with the Agreement and provision of Chicago Water to the

Southeast System Customers. Oak Lawn's liaison to each Working Group shall be a person holding a position of comparable rank and responsibilities as those held by a majority of individuals serving on each Working Group.

C. Meetings with Working Groups.

1. In General. The Southeast System Customers in conjunction with Oak Lawn will create a meeting schedule and provide an agenda for each of the Working Groups' meetings with their respective Oak Lawn liaisons from time to time. Oak Lawn and each Working Group agree that the "Operations" Working Group and the "Finance/Administration" Working Group shall each meet with their respective designated liaisons from Oak Lawn not less than two (2) times in each calendar year unless the Working Group and Oak Lawn mutually agree that fewer meetings are required from time to time. Oak Lawn and each Working Group agree that the "Management" Working Group and Oak Lawn's designated liaison will meet at least once in each calendar year, on call of the Management Working Group with at least fourteen (14) days notice to Oak Lawn. Oak Lawn and the Working Groups agree that additional meetings will be held by any of these Working Groups with their respective liaisons on call of the Working Group with at least fourteen (14) days notice to Oak Lawn. In the event of an emergency, Oak Lawn and the appropriate Working Group agree to meet as soon as is practicable under the circumstances.

2. Cooperation with Others. The Southeast System Customers acknowledge that other Municipal Customers may have substantially similar rights relating to mutual cooperation or may have an interest in the Working Group meetings or actions and agree to cooperate and coordinate with Oak Lawn to the end of avoiding duplicative efforts.

D. Working Groups. The Working Groups will be as follows:

1. Management Working Group: The Management Working Group will have at least the following functions and duties and other duties as assigned by the Southeast System Customers:

a. Review Oak Lawn's overall compliance with the terms and conditions of this Agreement;

b. Review the overall compliance of each of the Southeast System Customers with the terms and conditions of this Agreement and report on the same to Oak Lawn at least on an annual basis if requested by Oak Lawn;

c. Review and provide recommendations to Oak Lawn and the Southeast System Customers regarding any proposed revisions to, or renewals of, this Agreement;

d. Review, evaluate and provide feedback on the compliance of Oak Lawn and Chicago with the terms and conditions of the Chicago-Oak Lawn Agreement, as such matters affect the Southeast System Customers;

e. Review and provide recommendations to Oak Lawn on all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs;

f. In conjunction with Oak Lawn's annual budget process, review and provide input on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. In conjunction with Oak Lawn's Asset Management Program for the Oak Lawn Regional Water System, review and provide input on the Oak Lawn Regional Water System's capital budget;

h. On an annual basis, provide to Oak Lawn the capital improvement plan of each Southeast System Customer for its respective Municipal Customer Water System, and provide feedback and input to Oak Lawn on said plans;

i. Review updates of the status of performance and improvements under this Agreement and the Chicago-Oak Lawn Agreement, and coordinate input and recommendations thereon from, the Operations Working Group and the Finance/Administration Working Group;

j. Provide feedback and input to Oak Lawn as well as the corporate authorities of the Southeast Customers regarding performance under this Agreement and the Chicago-Oak Lawn Agreement and matters involving the Oak Lawn Regional Water System; and

k. Make recommendations to and coordinate with Oak Lawn regarding public information and education on matters involving this Agreement through various methods and programs, such as public meetings, newsletters, websites, and social media.

l. Approve the contractor (i.e. lowest qualified bid) and any proposed engineering (design and construction) for the remaining bid packages as well as any additional proposed engineering requirements that are over \$5,000.

m. Receive and review the regional water system water loss report on an annual basis.

n. Approve the true-up of budgeted versus actual cost of the rate for the Southeast System Customers on an annual basis.

2. *Operations Working Group*: The Operations Working Group will have at least the following functions and duties and other duties as assigned by the Southeast System Customers:

- a. Review and provide feedback to Oak Lawn regarding Oak Lawn's duty to provide the supply of Chicago Water required under this Agreement;
- b. Review operational practices and procedures of Oak Lawn in the operation of the Oak Lawn Regional Water System;
- c. Review the operational practices and procedures of each of the Southeast System Customers in the operation of their respective Municipal Customer Water Systems, as such matters affect the Oak Lawn Regional Water System, and report on the same to Oak Lawn at least on an annual basis if requested by Oak Lawn;
- d. Provide input to Oak Lawn to develop appropriate methods for, and to improve, operational coordination in the operation of the Oak Lawn Regional Water System as it delivers Chicago Water to the Southeast System Customers;
- e. Review and provide recommendations to the Management Working Group and Oak Lawn on all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs;
- f. In conjunction with Oak Lawn's annual budget process, review and provide input to the Finance/Administration Working Group on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;
- g. In conjunction with Oak Lawn's Asset Management Program for the Oak Lawn Regional Water System, review and provide input on the capital budget for the Oak Lawn Regional Water System;
- h. Encourage continued and ongoing day-to-day communication between operators of the Oak Lawn Regional Water System and operators of the Southeast System Customers' Municipal Customer Water Systems;
- i. Review the Chicago Water use requirements of the Southeast Customers and the parameters under which such Chicago Water is to be delivered;
- j. Review the quality and source of Chicago Water provided to the Southeast System Customers under the Agreement;
- k. Review, discuss and communicate regarding potential and actual emergency conditions that may affect the delivery of Chicago Water under this Agreement;

1. Review, discuss and communicate regarding potential and actual events that may result in planned curtailment or planned shut-downs of, or other impacts on, the Chicago Water supply under this Agreement;

m. Suggest, review and provide input to Oak Lawn on cost effectiveness and cost control initiatives in areas relating to contractual services, commodities and services provided by the Oak Lawn Water Division, where such Oak Lawn Water Division provides support and services to the Oak Lawn Regional Water System; and

n. Provide input and recommendations on these matters to the Management Working Group.

3. *Finance/Administration Working Group*: The Finance/Administration Working Group will have at least the following functions and duties and other duties as assigned by the Southeast System Customers:

a. Conduct, at least on an annual basis, a review of the billing procedures, schedules, and invoices from Oak Lawn to the Southeast System Customers, including supporting documentation as requested;

b. Conduct, at least on an annual basis, a review of the components in the water rate charged by Oak Lawn to the Southeast System Customers, and any changes to or adjustments in the rate;

c. Review and communicate in regard to changes or adjustments to the Chicago Water rates;

d. Conduct, at least on an annual basis, a review of Oak Lawn's debt schedules pertaining to the Oak Lawn Regional Water System, as well as any costs allocated to the Southeast System Customers and the formulas used to calculate the Southeast System Customers' required reimbursement of such costs;

e. Review the financial impact of, and provide recommendations to, the Management Working Group on proposed financing methods, if financing is necessary, for all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs and other capital items in Oak Lawn's Asset Management Program;

f. In conjunction with Oak Lawn's annual budget process, review and provide input on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. Suggest, review and provide input to Oak Lawn on cost effectiveness and cost control initiatives in areas relating to contractual services,

commodities and services provided by the Oak Lawn Water Division, where such Division provides support and services to the Oak Lawn Regional Water System;

h. Review the financial impact of the use of the Oak Lawn Regional Water System by Municipal Customers other than the Southeast System Customers who are Parties under this Agreement, and costs assigned to such Municipal Customers, including any amounts such other customers may be required to pay as a fair share, equitable contribution based on the terms of this Agreement; and

i. Provide input and recommendations on these matters and proposed System Projects to the Management Working Group.

4. *Change Order Working Group:* The Change Order Working Group will be provided with bid package change orders that exceed \$20,000 in construction cost per occurrence to review and approve or reject. The Change Order Working Group, Oak Lawn's Consulting Engineer, and Oak Lawn will have at least the following functions and duties:

a. Oak Lawn's Consulting Engineer:

- i. Determine if a change order meets the qualifications for review by the Change Order Working Group and Oak Lawn.
- ii. Change Order Working Group, Customer Communities' Consulting Engineer & Oak Lawn will discuss all change orders at weekly coordination meetings.
- iii. If the change order qualifies for review by the Change Order Working Group, then Oak Lawn's Consulting Engineer will provide that change order to them for review.
- iv. If the change order is approved by the Change Order Working Group, Oak Lawn's Consulting Engineer will issue a Work Change Directive to the Contractor or issue a change order to the Contractor which may be comprised of several approved Work Change Directives.
- v. If the change order is not approved then Oak Lawn's Consulting Engineer, the Change Order Working Group, and Oak Lawn will review the recommendations of both consulting engineers, arrange the necessary meeting to determine the solution, if possible, and issue the appropriate direction to the Contractor.

- b. Change Order Working Group, Customer Communities’ Consulting Engineer & Oak Lawn:
 - i. Timely review change order requests
 - ii. Attend meetings or conference calls to address and review recommendations of the consulting engineers
 - iii. Issue decisions on whether change orders requiring Change Order Working Group approval are approved or not approved within three (3) business days from receipt by Oak Lawn’s Consulting Engineer in writing.

II. Notice of Oak Lawn Meetings. Oak Lawn shall provide notice to the Southeast System Customers of any meeting of the Oak Lawn corporate authorities, or any board, committee, commission, advisory group or other similar body of Oak Lawn when Oak Lawn anticipates that the agenda for a meeting of any such body will include matters relating to the Oak Lawn Regional Water System. Such notice to the Southeast System Customers shall be given to the Southeast System Customers at the same time as notice is given to the members of any such body and shall include copies of the agenda and any agenda materials provided to such body. The Southeast System Customers shall be responsible, not less often than annually, to provide an email address for such notifications, and sending to such addresses shall be adequate notice.

III. Audited Financial Statements. Oak Lawn shall provide to the Southeast System Customers, within two hundred ten (210) days after the close of each of its Fiscal Year, an audit of the Oak Lawn Regional Water System financial records prepared by a certified public accounting firm retained by Oak Lawn for such Fiscal Year.

EXHIBIT Q

AGGREGATE COSTS TEMPLATE

EXHIBIT R
BUDGET TEMPLATE

North System Customers

**THIRD AMENDED AND RESTATED
•REGIONAL WATER SYSTEM•
WATER SALE, PURCHASE AND SERVICE AGREEMENT
BETWEEN THE VILLAGE OF OAK LAWN, ILLINOIS AND
CERTAIN OF ITS MUNICIPAL CUSTOMERS**

**THIRD AMENDED AND RESTATED
•REGIONAL WATER SYSTEM•
WATER SALE, PURCHASE AND SERVICE AGREEMENT
BETWEEN THE VILLAGE OF OAK LAWN, ILLINOIS AND
CERTAIN OF ITS MUNICIPAL CUSTOMERS**

BETWEEN

THE VILLAGE OF OAK LAWN, ILLINOIS

AND

VILLAGE OF CHICAGO RIDGE
CITY OF PALOS HILLS

VILLAGE OF PALOS PARK

Originally Dated: August 1, 2014
Amended: November 1, 2020
Amended: July 1, 2023
Amended: January 1, 2024

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**THIRD AMENDED AND RESTATED
•REGIONAL WATER SYSTEM•
WATER SALE, PURCHASE AND SERVICE AGREEMENT
BETWEEN THE VILLAGE OF OAK LAWN, ILLINOIS AND
CERTAIN OF ITS MUNICIPAL CUSTOMERS**

This Water Sale, Purchase and Service Agreement made and entered into as of the Effective Date defined below, and amended as of January 1, 2024, by and between the VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, an Illinois municipal corporation and home rule unit duly organized and existing under the laws of the State of Illinois (“*Oak Lawn*”), and each of the following units of local government who shall become signatories to this Agreement (the “*North System Customers*”):

Village of Chicago Ridge
City of Palos Hills

Village of Palos Park

all of Oak Lawn and the named municipalities referred to collectively as the “*Parties*” and each individually as a “*Party*.”

WITNESSETH:

PREAMBLES

A. The City of Chicago (“*Chicago*”) currently owns and operates a water system (“*Chicago Water System*”), which supplies Lake Michigan derived raw water treated to then current potable water standards in accordance with applicable State of Illinois and United States federal laws (“*Chicago Water*”) to various customers, including Oak Lawn.

B. A municipal water system (a “*Water System*”) means a system for the supply of water, including but not limited to all facilities and equipment, land, easements, rights-of-way over lands and waters, pumping, storage facilities, mains, pipelines and appurtenances acquired and used or useful for the purposes of treating, providing and transmitting water to customers of such municipality, and also includes, where in place, such facilities, equipment, land, water rights, easements, rights-of-way, and appurtenances so acquired and used or useful for the purpose of taking and treating water.

C. Oak Lawn owns and operates a Water System, consisting of three major elements described as follows: (1) that portion of the Water System that is used to service its retail customers (as now in existence and as improved in the future, the “*Oak Lawn Retail Water System*” or its “*Municipal Customer Water System*”), described in *Exhibit “A”* attached hereto; (2) that portion of the Water System (as now in existence and as improved in the future, the “*Oak Lawn Regional Water System*” as more particularly defined in the text below) which serves all of its customers not served by the Oak Lawn Retail Water System (consisting of municipalities for municipal use and for resale by such municipalities to residents and others); and (3) the

Oak Lawn Southeast System (as defined in the text below), which will become part of the Oak Lawn Regional System as of the Effective Date of the Third Amendment to this Agreement .

D. The Oak Lawn Regional Water System delivers Chicago Water to municipalities either directly or indirectly through adjacent Water Systems, described as follows: (1) a system owned and operated by Oak Lawn (the "*Oak Lawn Southeast System*") serving the Villages of Country Club Hills, Matteson, and Olympia Fields , and (2) a system **not** owned or operated by Oak Lawn (the "*Tinley Park Branch System*") serving the Villages of Tinley Park, Mokena and New Lenox and which may serve the Illinois American Water Company at its service area in the Village of Orland Hills and vicinity (The Oak Lawn Regional Water System does not include the Tinley Park Branch System).

E. The current municipal customers ("*Municipal Customers*") of the Oak Lawn Regional Water System are as follows: (1) the Oak Lawn Retail Water System; (2) Village of Chicago Ridge ("*Chicago Ridge*"); (3) City of Country Club Hills ("*Country Club Hills*") as served by the Oak Lawn Southeast System; (4) Village of Matteson ("*Matteson*") as served by the Oak Lawn Southeast System; (5) Village of Mokena ("*Mokena*") as served through the Tinley Park Branch System; (6) Village of New Lenox ("*New Lenox*") as served through the Tinley Park Branch System; (7) City of Oak Forest ("*Oak Forest*"); (8) Village of Olympia Fields ("*Olympia Fields*") as served by the Oak Lawn Southeast System; (9) Village of Orland Park ("*Orland Park*"); (10) City of Palos Hills ("*Palos Hills*"); (11) Village of Palos Park ("*Palos Park*"); and (12) Village of Tinley Park ("*Tinley Park*") as served through the Tinley Park Branch System; *provided, however*, that (a) such term shall not include a municipality no longer served by the Oak Lawn Regional Water System for a reason other than *force majeure*; (b) as to each covenant or representation of a Municipal Customer made in this Agreement, such term is limited to the Parties hereto; and (c) Chicago Water to be delivered to Mokena and New Lenox shall be delivered to Tinley Park at the Points of Delivery to the Tinley Park Branch System.

F. Each Municipal Customer currently owns and operates its own Water System (each a "*Municipal Customer Water System*"). For convenience and clarity, Chicago Ridge, Palos Hills, and Palos Park may be referred to as the "*North System Customers*"; Country Club Hills, Matteson, and Olympia Fields may be referred to as the "*Southeast System Customers*"; and Mokena, New Lenox, Oak Forest, Orland Park and Tinley Park may be referred to as the "*Southwest System Customers*".

G. The points of delivery (the "*Points of Delivery*") from the Oak Lawn Regional Water System to the Oak Lawn Retail Water System and to each of the North System Customers are as shown in *Exhibit "B"* attached hereto.

H. Oak Lawn, through the Oak Lawn Regional Water System and the Oak Lawn Southeast System, has served Chicago Water to the Southeast System Customers pursuant to existing contracts (the "*Existing Southeast Customer Contracts*"), copies of which all Parties have previously received; Oak Lawn has offered a Conforming Agreement (as hereinafter defined) to the Southwest System Customers and to the Southeast System Customers; and Oak Lawn anticipates that the Southwest System Customers and the Southeast System Customers will execute and deliver Conforming Agreements (when so executed by the Southwest System

Customers and Oak Lawn, the “*Southwest System Customer Agreement*” and by the Southeast System Customers and Oak Lawn, the “*New Southeast System Customer Agreement*”), which Southwest System Customer Agreement and New Southeast System Customer Agreement shall be on file in the office of the Oak Lawn Village Clerk.

I. Subject to the terms of this Agreement, it is possible that Oak Lawn may enter into future written agreements to supply other municipalities or private entities with Chicago Water through the Oak Lawn Regional Water System (thereby becoming “*Future Water Customers*” as defined herein) or to supply Chicago Water to Emergency Water Customers (as hereinafter defined).

J. Each Municipal Customer as Party to this Agreement finds that it is advisable for such Municipal Customer to continue to obtain from the Oak Lawn Regional Water System a continuing supply of Chicago Water for its Municipal Customer Water System.

K. Oak Lawn finds that it is advisable to supply Chicago Water to the Municipal Customers who are Parties pursuant to the terms and conditions of this Agreement.

L. Oak Lawn has provided by contract with Chicago for a supply of Chicago Water pursuant to the “Water Supply Agreement between the City of Chicago, Illinois, and the Village of Oak Lawn, Illinois,” dated February 8, 2013, Agreement No. OL-2013 (“*Chicago-Oak Lawn Agreement*”).

M. Oak Lawn has determined and the Municipal Customers as Parties to this Agreement have concurred that the capacity of the existing Oak Lawn Regional Water System (“*Current System Capacity*”) is not adequate to serve the needs of the Municipal Customer Water Systems, as such needs may exist as of the Effective Date and through the year 2030; and Oak Lawn has determined to improve and expand the Oak Lawn Regional Water System with the goal of providing the Municipal Customers with an adequate supply of Chicago Water (the “*2013 Regional System Improvements*”), which 2013 Regional System Improvements shall include but not be limited to the installation of a “West Side Transmission Main” and associated piping, valves, pump station improvements, standby engine generator improvements, and electrical distribution and motor control equipment improvements; and the preliminary description of which improvements is as depicted in *Exhibit “C”* attached hereto.

N. To pay the costs of the 2013 Regional System Improvements, Oak Lawn has determined that it is necessary for it to borrow money and issue its New Series Bonds (as hereinafter defined) in evidence thereof.

O. Each Municipal Customer has received from the State of Illinois Department of Natural Resources (“*IDNR*”), a current allocation of Lake Michigan water as shown in *Exhibits “D”* and “*D.1*” attached hereto which (as shown) includes allocations for the listed years up to and including the year 2030 and for the year 2045, respectively (the allocation for each year as shown in said Exhibit being the “*Current Year Allocation*” for such year, the allocation for the year 2030 as shown in said Exhibit being the “*2030 Allocation*”, and the allocation for the year 2045 as shown in said *Exhibit “D.1*” being the “*2045 Allocation*”).

P. Pursuant to the Illinois Municipal Code, including but not limited to, 65 ILCS 5/11-124-1 *et seq.*, 65 ILCS 5/11-129-1 *et seq.*, and 65 ILCS 5/11-139-1 *et seq.*, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and applicable home rule powers of New Lenox, Oak Lawn, Oak Forest, Orland Park, Tinley Park, Matteson and Country Club Hills under Article VII, Section 6 of the 1970 Constitution of the State of Illinois, Oak Lawn and the Municipal Customers are authorized to enter into this Agreement.

Q. Except as expressly provided or required by the terms of this Agreement, nothing in this Agreement is intended to cause or result in relinquishment of ownership or change in use by Oak Lawn in any part of the Oak Lawn Retail Water System or Oak Lawn Regional Water System or to cause or result in the relinquishment of ownership or change in use by any Municipal Customer in any part of its respective Municipal Customer Water System; *provided, however*, that Oak Lawn expressly acknowledges (1) the use of an existing transmission main, beginning at 146th Street and Central Avenue and ending at the existing Point of Delivery to Orland Park (the “*Orland Spur One Main*”) which is owned by Orland Park, and (2) the requirement that the Oak Lawn Regional Water System maintain said main in accordance with Section 11.C of this Agreement.

R. To better assure continuity and cooperation among the Parties, they have agreed to the Statement of Mutual Cooperation Process as set forth in *Exhibit “P”* attached hereto.

S. Certain costs and amounts (including debt service on certain Old Bonds) due to or from Oak Lawn and certain other municipalities served by the existing Oak Lawn Regional Water System have been preserved and provided for under the Southwest System Customer Agreement and the New Southeast Customer Agreement, as set forth in *Exhibit “K”* attached hereto.

T. Oak Lawn and the other Parties hereto have each, respectively, duly authorized their respective Presidents or Mayors to sign and their Municipal Clerks to attest this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged by the undersigned, the Parties hereby agree as follows:

Section 1. Recitals and Definitions.

A. Recitals. The above paragraphs and recitals are hereby incorporated by reference, as if set forth within this Section 1.

B. Definitions. Capitalized words and terms used in this Agreement shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons, such as corporations, where applicable.

“*Aggregate Costs*” means all costs to be assessed and payable pursuant to this Agreement, except payments to be made for the Old Bonds, and includes, without limitation, *inter alia*, all

Operation and Maintenance Costs, Capital Costs and Charges, Other Non-Operating Charges, and Default Costs.

“*Aggregate Costs Template*” means that template for presentation of Aggregate Costs as shown in *Exhibit “Q”*.

“*Agreement*” means this Water Sale, Purchase and Service Agreement.

“*Asset Management Program*” means a written document providing asset management planning to determine the condition, and identify maintenance, rehabilitation and replacement needs, of the Oak Lawn Regional Water System, in a manner consistent with the International Infrastructure Management Manual, International Edition 2011, by the National Asset Management Support Group, and providing for the implementation of such system operations, repairs, rehabilitations and replacement as will meet such needs in a timely and practical manner.

“*Arrearages*” means the amount in arrears when any Municipal Customer does not pay its share of Aggregate Costs when due, as more fully defined in Section 17.

“*Authorized Representative*” means such term as is defined in the text below, relating to Executive Consent Obtained, in Section 26.C.

“*Available Capacity*” means the capacity of the Oak Lawn Regional Water System to deliver Chicago Water from time to time in excess of the obligation at such time to deliver Chicago Water pursuant to (1) this Agreement including the required Daily Peaking Factor, (2) New Southeast Customer Agreements, (3) Southwest System Customer Agreements, (4) agreements with Future Water Customers then in full force and effect, and (5) agreements with Emergency Water Customers then in effect. Available Capacity shall be determined using the applicable methodology set forth in *Exhibit “L”* by an independent consulting engineer having a national reputation for expertise in such matters and selected by Oak Lawn.

“*Bid Package*” means the bidding and construction documents, drawings, specifications, and related documents related to a segment or phase of the construction of 2013 Regional System Improvements, as listed in *Exhibit “C”*.

“*Bond*” means and includes any instrument by whatever name given providing for the payment of money executed by or on behalf of Oak Lawn or which Oak Lawn has assumed or agreed to pay, including, without limitation of the foregoing, bonds, notes, contracts, leases, loan agreements, certificates, and any other form of third party indebtedness, the proceeds of which are used to pay Aggregate Costs or provide reserves for the same; *provided, however*, that the definition of Bonds expressly excludes the Old Bonds.

“*Bond Counsel*” means counsel of recognized standing in the field of law relating to municipal bonds.

“*Budget Template*” means that template for presentation of the budget for Systems Operations Costs as shown in *Exhibit “R”*.

“*Buy In Base*” means all Capital Costs and Charges as paid from the Effective Date up until the Connection Fee Date, as future valued from the due dates of such costs to the Connection Fee Date at the weighted average true interest cost of all Bonds ever issued on or after September 1, 2013 for the Oak Lawn Regional Water System compounded annually.

“*Buy In Base for Old Bonds*” means the debt service principal and interest paid by Oak Lawn on the Old Bonds through the Connection Fee Date for the improvements proposed to be utilized by the Southeast System Customer or other Future Water Customer pursuant to Section 21.D and *Exhibit “K”* of this Agreement.

“*Capital Costs and Charges*” means and includes all capital costs payable or accrued in a given period of the Oak Lawn Regional Water System, and includes, for purposes of this Agreement, and without limitation, *inter alia*, all of the following: (1) interest on and principal of and premium, if any, on all Bonds; (2) payments with respect to interest rate exchange agreements entered into in connection with any Bonds; (3) bond insurance, letter or line of credit payments or fees, remarketing fees, or like charges in connection with the issuance of Bonds; (4) rating agencies, legal, financial, administrative, trustee, bond registrar, paying agent, depository, filing and similar fees in connection with the issuance of Bonds; (5) reserves to be provided for debt service on Bonds; and (6) Default Costs Allocable to Bonds.

“*Chicago*” means the City of Chicago.

“*Chicago-Oak Lawn Agreement*” means the Water Supply Agreement Between the City of Chicago, Illinois and the Village of Oak Lawn, Illinois dated February 8, 2013, Agreement No. OL-2013.

“*Chicago Ridge*” means the Village of Chicago Ridge, Illinois.

“*Chicago Water*” means the Lake Michigan derived raw water treated to the then current potable water standards in accordance with applicable State of Illinois and United States federal laws.

“*Chicago Water System*” means a water system currently owned and operated by the City of Chicago.

“*Common Usage Rate*” means a rate to be paid by a Municipal Customer or Future Water Customer for a portion of the Aggregate Costs to be paid by such Municipal Customer or Future Water Customer, stated as a dollar cost per 1,000 gallons of Chicago Water delivered, and determined on the basis of the amount of Chicago Water delivered to such Municipal Customer or Future Water Customer at its Point(s) of Delivery in the applicable period.

“*Component*” means a material component of the Oak Lawn Regional Water System which provides service to a Municipal Customer or Future Water Customer, as applicable, based upon the report of an independent engineer.

“*Component Cost*” means the cost of a Component.

“*Component Cost Share*” means the share in a Component Cost determined by a fraction the numerator of which shall be a Municipal Customer’s or Future Water Customer’s 2030 Allocation, as applicable, and the denominator of which shall be the sum of the 2030 Allocations of the Municipal Customer or Future Water Customer, as applicable, which also are served by the Component; *provided, however*, that Oak Lawn has been allocated an additional Component Cost Share (resulting in an increased Proportionate Share) representing its ownership, right, and title to the Oak Lawn Reserved Share. On or after January 1, 2026, the Component Cost Share for any System Project initiated or identified will use the Municipal Customer’s or Future Water Customer’s 2045 Allocation in the numerator and the denominator shall be the sum of the 2045 Allocations of the Municipal Customer or Future Water Customer, as applicable, which also are served by the Component.

“*Conforming Agreement*” means a water sale, purchase and service agreement in substantially the form of this Agreement (excepting, expressly, the Statement of Mutual Cooperation Process, which may, but need not be, a part of any such Agreement) having no Favorable Provision.

“*Connection Fee Date*” means the date on which a Future Water Customer (1) connects to the Oak Lawn Regional Water System or (2) if such Customer is already connected to the Oak Lawn Regional Water System, the effective date of the new contract.

“*Corporate Consent Obtained*” means such term as is defined in Section 26.

“*Cost Methodology*” means the basis for allocation of Proportionate Shares hereunder, being the determination of Component Cost Shares based upon the report of an independent consulting engineer.

“*Country Club Hills*” means the City of Country Club Hills, Illinois.

“*Current System Capacity*” means the capacity of the existing Oak Lawn Regional Water System.

“*Current Year Allocation*” means the allocation of Chicago Water each Municipal Customer has received from the IDNR for each given year as conclusively determined for all purposes of this Agreement by reference to *Exhibit “D” or “D.1”*.

“*Daily Peaking Factor*” means the maximum amount of Chicago Water the Oak Lawn Regional Water System is capable of delivering to a given Municipal Customer but not less than an amount equal to such Municipal Customer’s Current Year Allocation divided by 365 (expressed in millions of gallons) multiplied by 2.0.

“*Default Costs*” means costs paid by Municipal Customers due to the default by other Municipal Customers to pay Aggregate Costs as required by Section 15; *provided, however*, such costs shall not include the portion of Aggregate Costs allocable to Equitable Return.

“Default Costs Allocable to Bonds” means the portion of Default Costs allocable to the payment of the amounts noted in clauses (1) to (5), inclusive, of Capital Costs and Charges.

“Default Costs Allocable to Other Aggregate Costs” means all Default Costs other than Default Costs Allocable to Bonds.

“Default Proportionate Share” means a percentage that is equal to 100 times a fraction, the numerator of which shall be the Proportionate Share (as defined herein) of each Municipal Customer and the denominator of which shall be the sum of the Proportionate Shares of all of the Municipal Customers then not in default with respect to a payment required for Bonds.

“Effective Date” means the date defined as such in the text of this Agreement in Section 41.

“Electricity Costs” means all costs of electricity, including demand charges, of the Oak Lawn Regional Water System allocated to each Municipal Customer in accordance with the relative shares as set forth in *Exhibit “F”* attached hereto.

“Emergency Borrowings” means such term as defined in Section 4.D.

“Emergency Event” means an unexpected condition that, if not addressed by Oak Lawn as the operator of the Oak Lawn Regional Water System, poses an immediate risk to the operation of or of failure to operate the Oak Lawn Regional Water System that will cause damage to health, property or the environment.

“Emergency Event Costs” means only those costs necessary to eliminate the immediate risk of damage to health, property or the environment presented by an Emergency Event, but not including the balance of the System Repair or Major Capital Cost necessary to complete any longer term repair or remediation that may be necessary thereafter.

“Emergency Water Customers” means customers purchasing Chicago Water from Oak Lawn on a short-term basis from time to time, which purchases are subject to the standards set forth in Section 7.D of this Agreement and will not adversely affect the Municipal Customers.

“Equitable Return” means the amount set forth as follows:

(A) for purposes of this definition, the following further terms are defined:

(1) *“Annual Increase”* means an increase in the rate of return over the rate for the prior Fiscal Year equal to the greater of 2% or the increase in the PPI, year over year, as most recently published;

(2) *“Initial Rate”* means \$0.05 (5 cents) per 1,000 gallons of Chicago Water delivered under this Agreement;

(3) *“Subsequent Rate”* means \$0.10 (10 cents) per 1,000 gallons of Chicago Water delivered under this Agreement;

(B) For the Fiscal Year 2014 and each Fiscal Year thereafter until the end of the Fiscal Year 2020, Equitable Return shall be the Initial Rate;

(C) For the Fiscal Year 2021 and each Fiscal Year thereafter until the end of the Fiscal Year after the Fiscal Year in which the 2013 Regional System Improvements are Substantially Complete and Operational, Equitable Return shall be the Subsequent Rate; and

(D) For each Fiscal Year thereafter Equitable Return means the rate of such return for the prior Fiscal Year plus the Annual Increase.

“Executive Consent Obtained” means such term as is defined in Section 26.

“Existing Southeast Customer Contracts” means the contracts in place as of July 1, 2013, pursuant to which Oak Lawn is supplying the Southeast System Customers with Chicago Water through the Oak Lawn Regional Water System and the Oak Lawn Southeast System.

“Favorable Provision” means any provision that is more advantageous to or protective of the interests of any other Municipal Customer or Future Water Customer than the provisions of this Agreement are to the interests of the North System Customers; *provided, however*, that it shall not include any provision that is temporary in nature and addresses unique circumstances applicable only to the other Municipal Customer or Future Water Customer.

“Financing Plan and Parameters” means a plan and related parameters for the financing of the construction of one or more System Projects. Each Financing Plan and Parameters shall include (but are not limited to) the following elements: a description of the proposed Bonds, including the source of funds of the proposed Bonds, the structure (fixed, variable or other), the maximum principal amount, interest rate parameters, duration of the repayment period, and the time at which repayments by Oak Lawn will be required (if such repayment schedule necessitates that such Capital Costs and Charges be billed and payable on a schedule other than quarterly as described in Section 15.B), and the maximum amounts for the various reserve funds or accounts required in connection therewith.

“Fiscal Year” means the fiscal year of Oak Lawn and is the calendar year, January 1 through December 31; *provided, however*, that Oak Lawn may change its fiscal year or the fiscal year solely as it relates to the Oak Lawn Regional Water System from time to time upon reasonable notice to the Municipal Customers and upon taking reasonable transitional measures with respect to budgeting and establishment of rates.

“Force majeure” means acts of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of Chicago Water supply, and inability on the part of Oak Lawn to deliver Chicago Water, or of any Municipal Customer to receive Chicago

Water, that is not as a result of the Party's own actions or inactions, and on account of any other causes not reasonably within the control of the Party claiming such inability.

"Full Water Requirements" means, with respect to a Municipal Customer, the amount of Chicago Water necessary from time to time to meet the potable water requirements of (1) all then current customers served by the Municipal Customer Water System (including municipal use where applicable) whether within or outside of the corporate limits or applicable service area of the Municipal Customer, and (2) all then current customers served by a Municipal Customer's wholesale Water System, if any.

"Future Improvements" means future improvements to a Municipal Customer Water System involving structures for the receipt of Chicago Water from Oak Lawn.

"Future Series Bonds" means, and is limited to, Bonds the proceeds of which are necessary or advisable to accomplish any lawful corporate purpose of the Oak Lawn Regional Water System, including but not limited to the following: (1) to repair, replace, maintain, rehabilitate or otherwise make more efficient or usable, or to improve the Oak Lawn Regional Water System in a manner to continue to serve or to better serve the Municipal Customers; (2) to otherwise improve or extend the Oak Lawn Regional Water System in a manner, which will not be likely to increase the costs to the Municipal Customers of Chicago Water service over the term of this Agreement; or (3) will result in long-term benefits to Oak Lawn and to the Municipal Customers, and includes Bonds in one or more series, issued from time to time, to refund or further refund such Bonds.

"Future Water Customers" means municipalities or private entities with whom Oak Lawn may enter into future written agreements to supply Chicago Water through the Oak Lawn Regional Water System.

"IDNR" means the State of Illinois Department of Natural Resources or a successor to the applicable responsibilities of such department.

"IEPA" means the State of Illinois Environmental Protection Agency or a successor to the applicable responsibilities of such agency.

"Major Capital Costs" means, for any Fiscal Year, those acquisitions, repairs, replacements, rehabilitations, or improvements which would qualify as System Repairs but for their cost, either as a discrete Repair Item or due to the aggregate of such costs; *provided, however*, such term shall not include any costs of the 2013 Regional System Improvements.

"Matteson" means the Village of Matteson, Illinois.

"Meters, Valves and Controls" means the necessary meter vaults and water meters for measuring properly the quantity of Chicago Water delivered under this Agreement and the structures Oak Lawn deems necessary to house such equipment and devices.

"Mokena" means the Village of Mokena, Illinois.

“*Moody’s*” means Moody’s Investors Service, Inc., its successors and assigns, and, if such corporation shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by Oak Lawn.

“*Municipal Customer Improvements*” means improvements planned for construction by the Municipal Customers as set forth in *Exhibit “I”*.

“*Municipal Customers*” means the current municipal customers of the Oak Lawn Regional Water System as follows: (1) the Oak Lawn Retail Water System; (2) Chicago Ridge; (3) Country Club Hills as served by the Oak Lawn Southeast System (a part of the Oak Lawn Regional Water System); (4) Matteson as served by the Oak Lawn Southeast System (a part of the Oak Lawn Regional Water System); (5) Mokena as served through the Tinley Park Branch System; (6) New Lenox as served through the Tinley Park Branch System; (7) Oak Forest; (8) Olympia Fields as served by the Oak Lawn Southeast System (a part of the Oak Lawn Regional Water System); (9) Orland Park; (10) Palos Hills, (11) Palos Park; and (12) Tinley Park as served in part through the Tinley Park Branch System.

“*Municipal Customer Water System*” means the retail Water System currently owned and operated by each Municipal Customer.

“*Municipal Manager*” means the chief administrative officer of the Municipal Customer (whose title shall usually be “Village [City] Manager” or “Village [City] Administrator”).

“*New Lenox*” means the Village of New Lenox, Illinois.

“*New Series Bonds*” means the one or more series of Bonds that will be issued by Oak Lawn for the purpose of financing the cost of the 2013 Regional System Improvements, and includes Bonds in one or more series, issued from time to time, to refund or further refund such Bonds.

“*New Southeast Customer Agreement*” means the Chicago Water Sale, Purchase and Service Agreement between Oak Lawn and the Southeast System Customers, based upon a Conforming Agreement.

“*North Customer Agreement*” means this Water Sale, Purchase and Service Agreement between Oak Lawn and the North System Customers, as amended, and may be used interchangeably with the term: Agreement.

“*North System Customers*” means Chicago Ridge, Palos Hills, and Palos Park.

“*Oak Forest*” means the City of Oak Forest, Illinois.

“*Oak Lawn*” means the Village of Oak Lawn, Illinois.

“*Oak Lawn Regional Water System*” means all real or personal property now in existence or obtained in the future used or useful in the treating (if and to the extent applicable), pumping, and maintenance of water delivery or transmission of Chicago Water to the Municipal Customers, Future Water Customers and Emergency Water Customers, except as follows: real or personal property obsolete or deemed, in the reasonable discretion of Oak Lawn, to be no longer used or useful to the Oak Lawn Regional Water System, and also such conduit or other pipes and appurtenances to be purchased solely at the cost of Oak Lawn for any of its corporate purposes and laid in easements acquired in connection with the construction and operation of said system.

“*Oak Lawn Reserved Share*” means 5 million gallons of water per day reserved to Oak Lawn above and beyond the rights granted under this Agreement to the Oak Lawn Retail Water System to Chicago Water for the use of such Oak Lawn Retail Water System.

“*Oak Lawn Reserved Share Customer*” means a municipality or private entity purchasing Chicago Water from Oak Lawn and from the Oak Lawn Reserved Share.

“*Oak Lawn Retail Water System*” means that portion of the Oak Lawn Water System that is used to service its retail customers, as now in existence and as improved in the future.

“*Oak Lawn Southeast System*” means the system owned and operated by Oak Lawn serving the Southeast System Customers.

“*Old Bonds*” means outstanding bonds issued by Oak Lawn, the proceeds of which were used to acquire, construct and install the portions of the Oak Lawn Regional Water System as it now exists, and are as shown (with related debt service requirements) in *Exhibit “K”* attached hereto, and includes bonds in one or more series, issued from time to time, to refund or further refund such bonds; and the debt service requirements payable by the Municipal Customers on the Old Bonds are as set forth in *Exhibit “K”*.

“*Old Bonds Special Connection Fee*” means such term as is described in Section 21.D and *Exhibit “K”*.

“*Olympia Fields*” means the Village of Olympia Fields, Illinois.

“*Operation and Maintenance Costs*” means and includes the cost of Chicago Water pursuant to Section 15.A(1) of this Agreement, Electricity Costs, Pump Station Maintenance Costs, Transmission Main Maintenance Costs and System Operations Costs. All cost items assigned to any of these categories of costs of the operation and maintenance of the Oak Lawn Regional Water System shall be as itemized in the budget and as set forth in the Budget Template and to be listed generally in the format included in the Budget Template; *provided, however*, such categories shall exclude, expressly, depreciation or amortization costs or charges or costs or charges allocated and billed as Capital Costs and Charges; and, *provided, further*, that in the event of any dispute as to the allocation of any Operations and Maintenance Costs, if it shall be determined that a cost is not properly allocable to any of the Electricity Costs, Pump Station Maintenance Costs or Transmission Main Maintenance Costs, in any re-computation, then such cost shall be deemed a System Operations Cost and be recouped in that manner.

“Orland Park” means the Village of Orland Park, Illinois.

“Orland Spur One Main” means the portion of the existing transmission main owned by Orland Park that begins at 146th Street and Central Avenue and ends at the existing Point of Delivery to Orland Park.

“Orland Spur Two Main” means a new transmission main that begins at 151st Street and the ComEd Corridor west of Harlem Avenue and ends at the existing Point of Delivery to Orland Park and is located in right-of-way other than 151st Street.

“Other Agreement” means an Oak Lawn contract or agreement for water sale, purchase or service with another Municipal Customer or Future Water Customer, other than an Oak Lawn Reserved Share Customer, that is approved by a party to such contract or agreement at any time during the Term of this Agreement or any extension of the Term.

“Other Non-Operating Charges” means charges or assessments to provide (1) a reserve for Operation and Maintenance Costs, (2) Equitable Return, (3) reserves for insurance purposes, whether to provide for tort or other liabilities or for insurance against damage or destruction or condemnation of the Oak Lawn Regional Water System, (4) net additional charges required by a rate covenant or rate covenants as made by Oak Lawn in connection with the issuance of Bonds, requiring rates for the Oak Lawn Regional Water System to be sufficient to provide for Operation and Maintenance Costs, payment of Bonds, and a certain additional percentage of Bond payments for what is known as “coverage,” deemed necessary or appropriate to obtain a rating in the second highest rating category by one or more appropriate rating agencies so providing a rating for Bonds (commonly referred to as “AA” or “Aa”), but in no event shall such coverage ratio be greater than 1.35, as may be set forth in any proceeding, resolution or ordinance or document so authorized, such as an indenture, of Oak Lawn providing for the issuance of Bonds, and which charge or assessment is not included within the definition of Capital Costs and Charges, and (5) amounts assessed for the Renewal, Repair and Replacement Reserve Fund.

“Palos Hills” means the City of Palos Hills, Illinois.

“Palos Park” means the Village of Palos Park, Illinois.

“Participating Customers” means the Municipal Customers and Future Water Customers (as more fully defined in Section 21.B).

“Party” or *“Parties”* means Oak Lawn and one or more of the Municipal Customers signatory hereto.

“Permitted Borrowings” means such term as is defined in Section 4.D, relating to the issuance of Future Series Bonds.

“Points of Delivery” means points of delivery of Chicago Water from the Oak Lawn Regional Water System to Tinley Park on behalf of the Tinley Park Branch System and the points

of delivery to each of the other Municipal Customer Water Systems, all as shown in *Exhibit "B"* attached hereto.

"PPI" means the annual sum of the twelve (12) monthly increases or decreases in the Producer Price Index for Total Manufacturing Industries, not seasonally adjusted, as such monthly indexes appear in the PPI Detailed Report as published by the U.S. Department of Labor, Bureau of Labor Statistics, as finalized in May of each year for the previous calendar year, or if such index is no longer available, a reasonable replacement index.

"Projected Consumption" means the projected highest Chicago Water consumption of a Future Water Customer for any twelve (12) month period during the three years following the Connection Fee Date.

"Proportionate Share" means the share of the Capital Costs and Charges as charged under this Agreement and to be payable by each of the Municipal Customers, determined using the Cost Methodology, as a fair and equitable allocation, and is as set forth conclusively for all of the Municipal Customers as shown in *Exhibit "E"* or as calculated under *Exhibit "E.1"* attached hereto (said *Exhibit "E"* set forth in the alternative—Alternative 1 shall apply before the Effective Date of the Third Amendment to this Agreement and Alternative 2 shall apply on and after the Effective Date of the Third Amendment to this Agreement); *provided, however*, that the Proportionate Shares may be modified pursuant to Section 4.D(4).

"Pump Station Maintenance Costs" means all costs assigned to the maintenance of pumps and pump stations including System Repairs relating to same as reflected in the budget as set forth in the Budget Template, allocated to the Oak Lawn Retail Water System and to each Municipal Customer in accordance with the relative shares as set forth in *Exhibit "G"* attached hereto.

"Regional System Revenues" means all revenues from whatever source derived of the Oak Lawn Regional Water System, including all Municipal Customers; *provided, however*, Oak Lawn may exclude portions of such revenues from the lien of or the right to payment from any Bonds.

"Regional System Revenue Bonds" means, collectively, New Series Bonds and Future Series Bonds, as more fully defined in Section 4.

"Renewal, Repair and Replacement Reserve Fund" means the fund to be established by the Oak Lawn Regional Water System as provided by this Agreement to be used to provide a source of funds for Major Capital Costs, System Repairs, and Emergency Event Costs.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies Inc., its successors and assigns, and, if such entity shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by Oak Lawn.

"Security Deposit" means such term as is defined in Section 20.C.

“Southeast System Customers” means Country Club Hills, Matteson, and Olympia Fields.

“Southeast System Redundancy Project” means such term as is defined in Section 13.E.

“Southwest System Customers” means Mokena, New Lenox, Oak Forest, Orland Park and Tinley Park.

“Southwest System Customer Agreement” means the Water Sale, Purchase and Service Agreement between Oak Lawn and the Southwest System Customers, as amended, based upon a Conforming Agreement.

“Special Connection Fee” means a charge to a Future Water Customer (as more fully defined in Section 21.B).

“Substantially Complete and Operational” means the status of the 2013 Regional System Improvements as substantially complete and operational, as certified by the independent engineer in responsible charge of the project, which certification shall include a statement that the system as so improved is then capable of delivering not less than 95% of the required Chicago Water to be supplied to the North System Customers pursuant to this Agreement in the year 2030.

“System Operations Costs” means and includes those costs assigned to the operation and maintenance of the Oak Lawn Regional Water System including System Repairs but not including the cost of Chicago Water pursuant to Section 15.A(1) of this Agreement, Electricity Costs, Pump Station Maintenance Costs, and Transmission Main Maintenance Costs. Costs not itemized on the Budget Template that are not properly charged to any other category of Operations and Maintenance Costs may be added to this definition of System Operations Costs, and allocations of costs shown on the Budget Template may be modified, only by Executive Consent Obtained; *provided, however*, that where Oak Lawn proposes to add a cost to this definition based on generally accepted accounting principles, Oak Lawn may do so without Executive Consent Obtained if it demonstrates that (1) the cost due to such principles is a required item and not a discretionary item, (2) Oak Lawn’s proposed implementation is an efficient and cost effective manner of implementation of the requirement, and (3) the cost does not add a cost to the North System Customers in an amount of more than \$0.0125 (1.25 cents) per 1,000 gallons of Chicago Water delivered times the gallons so delivered in the Fiscal Year in which it is added; and *provided further* that Oak Lawn may not further increase that cost in any subsequent Fiscal Year without Executive Consent Obtained.

“System Project” means the proposed 2013 Regional System Improvements and each future Oak Lawn Regional Water System acquisition, repair, replacement, improvement or extension, whether paid for by Regional System Revenue Bonds or other sources of funds, which shall include feasibility studies, engineering, legal, financing, land and easement purchases, construction, permitting, project management, charge orders, insurance, and contingencies related thereto.

“System Repairs” means, for any Fiscal Year, those acquisitions, repairs, replacements, rehabilitations, or improvements, including for any Emergency Events (each, a *“Repair Item”*),

necessary or advisable in the reasonable discretion of Oak Lawn for the continued efficient and effective operation of the Oak Lawn Regional Water System the costs of which do not exceed \$300,000 for Fiscal Year 2014, and for each Fiscal Year thereafter, said sum of \$300,000 adjusted for any increase or decrease in the PPI from that in effect for the year 2014.

“Tax-Advantaged Status” means a status governed by federal income tax law excluding from gross income for federal income tax purposes of the interest on any Bond or Bonds or the entitlement to a credit payment from the United States Treasury as relates to any Bond or Bonds.

“Tax Laws” means the federal income tax laws, as amended from time to time, including but not limited to, Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction.

“Tinley Park” means the Village of Tinley Park, Illinois.

“Tinley Park Branch System” means a system not owned or operated by Oak Lawn serving Tinley Park, Mokena and New Lenox, and which may serve the Illinois American Water Company at its service area in the Village of Orland Hills and vicinity, and shall not be part of the Oak Lawn Regional Water System.

“Transmission Main Maintenance Costs” means all costs assigned to the maintenance of transmission elements of the Oak Lawn Regional Water System including pipes, and Meters, Valves and Controls, and including System Repairs relating to the same as reflected in the budget as set forth in the Budget Template, and allocated to the Oak Lawn Retail Water System and to each Municipal Customer in accordance with the relative shares as set forth in *Exhibit “H”*.

“Water System” means a municipal water system for the supply of water, including but not limited to all facilities and equipment, land, easements, rights-of-way over lands and waters, pumping, storage facilities, mains, pipelines and appurtenances acquired and used or useful for the purposes of treating, providing and transmitting water to customers of such municipality, and also includes, where in place, such facilities, equipment, land, water rights, easements, rights-of-way, and appurtenances so acquired and used or useful for the purpose of taking and treating water.

“2013 Financing Plan and Parameters” means the Financing Plan and Parameters for the 2013 Regional System Improvements as set forth in *Exhibit “O”* hereto.

“2013 Regional System Improvements” means improvements and expansions to the Oak Lawn Regional Water System determined by Oak Lawn with the goal of providing Municipal Customers with an adequate supply of Chicago Water; and such improvements and expansions shall include but not be limited to the installation of a “West Side Transmission Main,” the Southeast System Redundancy Project and associated piping, valves, pump station improvements, standby engine generator improvements, and electrical distribution and motor control equipment improvements; and the preliminary description of which improvements is as depicted in *Exhibit “C”* attached hereto; and include, further, all legal, financial, engineering, advisory, Bond

issuance and reserves, and other reasonably related costs of providing and financing such improvements or expansions.

“2030 Allocation” means the allocation of Chicago Water each Municipal Customer receives from the IDNR for the year 2030, fixed for purposes of this Agreement at the amounts shown in *Exhibit “D”*.

“2045 Allocation” means the allocation of Chicago Water each Municipal Customer receives from the IDNR for the year 2045, fixed for the purpose of this Agreement at the amounts shown in *Exhibit “D.1”*.

Certain terms may be defined in the text above and below.

Section 2. Oak Lawn to Serve and Municipal Customers to Take.

A. Basic Duties. Subject to the terms of this Agreement, Oak Lawn will provide and serve Chicago Water to the Municipal Customers through the Oak Lawn Regional Water System, and the Municipal Customers shall take Chicago Water and pay for same.

B. Nature of Payment Obligation; Take or Pay Obligation. Payments to be made under this Agreement shall be an operation and maintenance expense of each Municipal Customer Water System. Each Municipal Customer covenants that it will expressly provide in any future ordinance, resolution or other proceeding which obligates its Municipal Customer Water System for the payment of money that it will expressly declare payments pursuant to this Agreement to be an operation and maintenance expense. All Capital Costs and Charges due and payable hereunder shall be due and payable without setoff or counterclaim and irrespective of whether such supply of Chicago Water is ever furnished, made available or delivered to the Municipal Customer from the 2013 Regional System Improvements or whether any project for the supply of Chicago Water contemplated by this Agreement is completed, operable or operating and notwithstanding any suspension, interruption, interference, reduction or curtailment of the supply of Chicago Water from any such project.

Section 3. Conditions Precedent and Subsequent. It is expressly understood and agreed that any obligation on the part of Oak Lawn to deliver Chicago Water from the Oak Lawn Regional Water System as improved by the 2013 Regional System Improvements shall be expressly conditioned upon the following: (1) the Chicago-Oak Lawn Agreement being in full force and effect during the duration of this Agreement and Oak Lawn’s ability to secure and maintain an adequate supply of Chicago Water under the Chicago-Oak Lawn Agreement. Notwithstanding anything contained herein to the contrary, Oak Lawn shall not be obligated to supply Chicago Water in volume, flow rate or quality in excess of the Chicago Water which Chicago supplies to Oak Lawn; (2) approval by Chicago when required pursuant to the Chicago-Oak Lawn Agreement; (3) sale of the New Series Bonds, obtaining other financing, or a combination of New Series Bonds and other financing, in an amount or amounts sufficient to assure payment of all costs of the 2013 Regional System Improvements; (4) obtaining all necessary material, labor and equipment necessary for completion of the 2013 Regional System Improvements; and (5) receiving the necessary permits and approvals of all federal, state and local

governmental entities and agencies having jurisdiction over the 2013 Regional System Improvements or any aspect of same.

Section 4. Bonds; Finance.

A. Regional System Revenue Bonds. Oak Lawn and the North System Customers understand and agree as to the following: (1) Old Bonds remain outstanding, are the obligations of certain other Municipal Customers (i.e. not of the North System Customers) and are payable directly to Oak Lawn, not as Regional System Revenues, but as an independent obligation of the named Municipal Customers, all as described in *Exhibit "K"*; (2) Oak Lawn intends to issue New Series Bonds to pay the costs of the 2013 Regional System Improvements, some of which costs have already been incurred and paid and will be reimbursed from the proceeds of New Series Bonds; (3) New Series Bonds will be payable from Regional System Revenues; (4) for the proper management and operation of the Oak Lawn Regional Water System in the future, Oak Lawn intends to issue, from time to time, Future Series Bonds, payable from Regional System Revenues; and (5) all such Bonds except the Old Bonds as enumerated shall constitute the "*Regional System Revenue Bonds*".

B. Plan of Finance and Issuance of New Series Bonds for Purposes of 2013 Regional System Improvements. Oak Lawn shall use the proceeds of any New Series Bonds for paying the costs of the 2013 Regional System Improvements and for paying the costs of the refunding of said bonds from time to time in accordance with this Section 4.B and Section 4.C.

(1) Oak Lawn has submitted to the Municipal Customers a plan and parameters for the financing of the construction (collectively, "*2013 Financing Plan and Parameters*") of the 2013 Regional System Improvements with the New Series Bonds. The 2013 Financing Plan and Parameters are set forth in *Exhibit "O"* hereto. The 2013 Financing Plan and Parameters so submitted are hereby approved by the North System Customers.

(2) The issuance of any New Series Bonds by Oak Lawn for the purpose of paying the costs of the 2013 Regional System Improvements shall be conditioned upon the following:

(a) If prior to the issuance of any New Series Bonds for the purpose of 2013 Regional System Improvements, Oak Lawn determines that its proposed financing will be in compliance with the Financing Plan and Parameters, Oak Lawn shall provide written notice to each Municipal Customer of such financing not less than forty-five (45) calendar days prior to the issuance of the New Series Bonds, which notice shall include a discussion demonstrating that the proposed New Series Bonds will be in compliance with the Financing Plan and Parameters and be accompanied by a certificate from a registered municipal advisor that in his or her (their) opinion, the proposed New Series Bonds will be in compliance with the Financing Plan and Parameters; *provided, however*, that no approval or consent of any kind will be required from the Municipal Customers in connection with the issuance of said New Series Bonds; or

(b) If prior to the issuance of any New Series Bonds for the purpose of paying the costs of the 2013 Regional System Improvements, Oak Lawn determines that its proposed financing will not be in compliance with the Financing Plan and Parameters, Oak Lawn shall provide to each Municipal Customer sufficient information to demonstrate why the proposed New Series Bonds will not comply with the Financing Plan and Parameters and shall explain the details of the proposed New Series Bonds. In this event, Oak Lawn shall not issue any portion of the New Series Bonds without Corporate Consent Obtained. Such consent may be requested for either the specific Bonds then to be issued or for an amendment to the subject Financing Plan and Parameters, or both.

C. Issuance of New Series Bonds for Refunding Purposes. The issuance of any New Series Bonds by Oak Lawn for a refunding purpose shall be conditioned upon the following:

(1) If Oak Lawn determines to issue New Series Bonds for refunding purposes and the proposed debt service for said refunding bonds will be in compliance with the Financing Plan and Parameters, Oak Lawn shall provide written notice to each Municipal Customer not less than forty-five (45) calendar days prior to the issuance of said refunding Bonds, which notice shall include a discussion demonstrating that the proposed New Series Bonds will be in compliance with the Financing Plan and Parameters and be accompanied by a certificate from a registered municipal advisor that in his or her (their) opinion, the proposed New Series Bonds will be in compliance with the Financing Plan and Parameters; then such refinancing may be undertaken by Oak Lawn without the consent of the Municipal Customers; or

(2) If Oak Lawn determines that the proposed debt service on said refunding bonds will not be in compliance with the Financing Plan and Parameters, Oak Lawn shall provide to each Municipal Customer sufficient information to demonstrate why the proposed New Series Bonds will not comply with the Financing Plan and Parameters and shall explain the details of the proposed New Series Bonds. In this event, Oak Lawn shall not issue any portion of the New Series Bonds for refunding purposes without Corporate Consent Obtained. Such consent may be requested for either the specific Bonds then to be issued or for an amendment to the subject Financing Plan and Parameters, or both.

D. Plan of Finance; Issuance of Future Series Bonds for Non-Refunding Purposes. The issuance of any Future Series Bonds for non-refunding lawful corporate purposes of the Oak Lawn Regional Water System by Oak Lawn shall be conditioned upon the following:

(1) For any issue of Future Series Bonds that meets each of the following conditions (“*Permitted Borrowings*”);

(a) debt service on all Permitted Borrowings shall not exceed \$100,000 for Fiscal Year 2014 and, for each Fiscal Year thereafter, said sum adjusted for any increase or decrease in the PPI from that in effect for the year 2014; and

- (b) the term of any given Permitted Borrowing shall not be longer than ten (10) years;

Oak Lawn shall provide written notice to each Municipal Customer of such Permitted Borrowing not less than thirty (30) days prior to the issuance of same; *provided, however*, that no approval or consent will be required from the Municipal Customers.

(2) Further, for any issue of Future Series Bonds that meets each of the following parameters (“*Emergency Borrowings*”), Oak Lawn shall be authorized to issue such Future Series Bonds:

- (a) If the Bonds are to be issued to pay Emergency Event Costs; and
- (b) Pursuant to Executive Consent Obtained.

For purposes of this Section 4.D(2), notice to a Municipal Customer shall be by telephone and confirmed in writing immediately by notice pursuant to Section 34 of this Agreement. Consent or denial of consent must be received in writing by email received within one week after the receipt of the written notice.

(3) For any Future Series Bonds that do not constitute Permitted Borrowings or Emergency Borrowings, Oak Lawn shall not issue such Future Series Bonds without Corporate Consent Obtained. Such consent shall be requested pursuant to a new Financing Plan and Parameters relating to the project or improvements then proposed. In the event a Financing Plan and Parameters is approved, each series of Future Series Bonds issued pursuant thereto shall be subject to the same procedural provisions as for New Series Bonds, contained at Section 4.B(2)(a) and (b), as applicable.

(4) The Proportionate Shares, including the Southeast System Customers, are as set forth in the table for that purpose in Alternative 2 of *Exhibit “E”*. That set of Proportionate Shares is based on the Oak Lawn Regional System being comprised of the physical assets of the System as it exists on the Effective Date and as improved by the 2013 Regional System Improvements. It is possible that a future System Project could be proposed that provides substantial improvements that benefit only the Southeast System Customers (as opposed to routine maintenance and repair of existing facilities) which proposal would affect Proportionate Shares (increasing same for the Southeast System Customers so served), with the exception of the Southeast System Redundancy Project set forth in Section 13.E. of this Agreement. It is expressly acknowledged that a proposal for Future Series Bonds to pay for such a System Project prior to January 1, 2026, shall include a new proposed table of Proportionate Shares supported by the Cost Methodology.

(5) For any System Project identified or initiated on or after January 1, 2026, the Proportionate Shares shall be calculated pursuant to the Cost Methodology as described in *Exhibit “E.1”*; said Proportionate Shares to be approved and conclusively determined by Corporate Consent Obtained at the time such Corporate Consent [is] Obtained for the Future Series Bonds. Feasibility studies for potential System Projects may be paid by the

Oak Lawn Regional Water System upon Executive Consent Obtained or may be paid or reimbursed with proceeds of Bonds.

E. Issuance of Future Series Bonds for Refunding Purposes. The issuance of any Future Series Bonds by Oak Lawn for refunding purposes shall be conditioned upon the following:

(1) If Oak Lawn determines to issue Future Series Bonds for refunding purposes and the proposed debt service for the refunding bonds will be in compliance with a given Financing Plan and Parameters previously approved pursuant to Subsection D(3) of this Section above, Oak Lawn shall provide written notice to each Municipal Customer not less than forty-five (45) days prior to the issuance of said refunding Bonds, which notice shall include a discussion demonstrating that the proposed Future Series Bonds will be in compliance with the Financing Plan and Parameters and be accompanied by a certificate from a registered municipal advisor that in his or her (their) opinion, the proposed Future Series Bonds will be in compliance with the Financing Plan and Parameters; then such refinancing may be undertaken by Oak Lawn without the consent of the Municipal Customers, or

(2) If Oak Lawn determines that the proposed issuance of Future Series Bonds will not be in compliance with a Financing Plan and Parameters previously approved pursuant to Section 4.D(3), Oak Lawn shall provide to each Municipal Customer sufficient information to demonstrate why the proposed Future Series Bonds will not comply with the Financing Plan and Parameters and shall explain the details of the proposed Future Series Bonds. In this event, Oak Lawn shall not issue Future Series Bonds for refunding purposes without Corporate Consent Obtained. Such consent may be requested for either the specific Bonds then to be issued or for an amendment to the subject Financing Plan and Parameters, or both.

F. Cash Contributions. A Municipal Customer may provide a cash contribution at the time Oak Lawn proposes to issue any Bonds which are not Permitted Borrowings, Emergency Borrowings or Bonds to be issued to the IEPA pursuant to its water facilities loan program (or successor program) upon the terms and conditions as follows:

(1) Within thirty (30) days after receipt of notice by Oak Lawn of its intention to issue such Bonds, a Municipal Customer shall notify Oak Lawn of its intention to deliver cash for all or a part of such Municipal Customer's Proportionate Share of such Bond issue. Such notice shall be irrevocable and shall bind the Municipal Customer to pay to Oak Lawn for deposit into the appropriate project or refunding account the amount of such cash on or before the date of the closing of such Bonds. Oak Lawn shall reduce the size of the proposed Bond issue by the amount of the cash contribution to be supplied by the Municipal Customers.

(2) In consideration of the cash contribution, the Municipal Customer shall be deemed to have loaned the Oak Lawn Regional Water System such cash and have acquired a repayment obligation calculated as if the Municipal Customer shall have acquired a Bond having the position of a third lien Bond within the accounts of the Oak Lawn Regional

Water System, which third lien Bond shall be deemed to amortize at the same rate, bearing the same rate or rates of interest, for the same term of years as the Bonds against which the cash contribution shall have been made.

(3) In each month in which a Capital Costs and Charges payment is due, Oak Lawn shall assess the amount necessary to repay the loan represented by the deemed Bond described above, including assessing the Municipal Customer to whom the repayment is due. Upon the payment due dates of the loan represented by the deemed Bond described above, the Municipal Customer shall be credited with the amounts so due to the extent funds are available in the fund or account from which third lien Bonds are payable, such credit to be applied against the next monthly bill due from such Municipal Customer for all its share of Aggregate Costs.

G. Other System Project and Related Financing Permitted. Notwithstanding any other provision of this Agreement, Oak Lawn may proceed with a System Project and the payment of the costs of such System Project upon the following terms and conditions:

(1) Oak Lawn shall have sought approval of such System Project and related financing, if financing is contemplated, in accordance with the other terms and conditions of this Agreement and shall not have received the necessary consent (either Executive Consent Obtained or Corporate Consent Obtained, as applicable) to such System Project or to the related issuance of Future Series Bonds.

(2) Oak Lawn shall notify the Municipal Customers of its intent to acquire and construct the System Project notwithstanding that consent has not been obtained.

(3) Oak Lawn shall construct and operate the System Project in such a manner as shall not have any adverse impact on or be detrimental to its ability to provide Chicago Water to all the Municipal Customers as required by this Agreement.

(4) The cost of such System Project shall be borne by Oak Lawn itself or by Oak Lawn and such other persons as may agree to pay for all or a portion of same pursuant to payments which are to be made either by a source of funds other than revenues of a Municipal Customer Water System (such as cash on hand not derived from Regional System Revenues or the proceeds of general obligation bonds) or, if payable from revenues of a Municipal Customer Water System, such payments are wholly subordinated to all payments of such Municipal Customer due under the terms of this Agreement.

Section 5. Limitation of Use of Oak Lawn Regional Water System. Without Executive Consent Obtained of the Municipal Customers affected by the proposed retail sales, Oak Lawn shall not engage in retail sales or distribution of Chicago Water to any residents or customers of (a) the Municipal Customers (except for customers of the Oak Lawn Retail Water System) or (b) the Municipal Customers' customers.

Section 6. Water Supply.

A. Serve and Purchase Full Water Requirements; Exceptions. Subject to the provisions stated in this Agreement, each Municipal Customer agrees to purchase from Oak Lawn, and Oak Lawn agrees to sell to such Municipal Customer, an amount of Chicago Water necessary to serve its Full Water Requirements; *provided, however,* that Oak Lawn's obligation to each Municipal Customer to deliver Chicago Water hereunder shall be limited as follows: (1) prior to the completion of construction of the 2013 Regional System Improvements, the amount of Chicago Water to be delivered to any Municipal Customer shall be subject to the limitations of the existing Oak Lawn Regional Water System; (2) for all Municipal Customers, to a maximum annual amount determined on the basis of the then Current Year Allocations of such Municipal Customer and any wholesale customer of such Municipal Customer; and (3) for all Municipal Customers, to a maximum daily amount not in excess of such Municipal Customer's Daily Peaking Factor. In the event that due to limitations of the Lake Michigan Water allocations by IDNR or Oak Lawn Regional Water System incapacities, the Full Water Requirements of a Municipal Customer are not able to be served, Municipal Customers may seek an alternate source of supply of water to provide the difference between what the Oak Lawn Regional Water System is capable of providing, taking into account such IDNR allocations, and Full Water Requirements. The Oak Lawn Regional Water System incapacities giving rise to the ability of Municipal Customers to seek an alternate source of supply of water must be evidenced by either (a) express acknowledgement by Oak Lawn or (b) failure or inability of the Oak Lawn Regional System to deliver the Full Water Requirements to a Municipal Customer for not less than ten (10) days a month for three (3) consecutive months, which failure or inability is not due to (i) a break or damage to the Oak Lawn Regional Water System which is being repaired or (ii) construction or reconstruction within the Oak Lawn Regional Water System pursuant to the Asset Management Program.

B. Continuous Water Supply. Oak Lawn undertakes to use reasonable care and diligence to provide a continuous supply of Chicago Water as herein provided for, but reserves the right at any time to turn off temporarily the Chicago Water in its mains for emergency and maintenance purposes. Oak Lawn shall give to the Municipal Customers notice not less than fourteen (14) days in advance of any such turn-off, except that in emergencies it shall give notice which is reasonable under the particular circumstances of any turn-off for emergency purposes. If, at any time during the term of the Agreement, the Total Regional System Design Capacity Available, as set forth in *Exhibit "D" or "D.1"*, is demonstrated to be less than that set forth in *Exhibit "D" or "D.1"*, based upon the methodology set forth for long-term capacity in *Exhibit "L"*, then, Oak Lawn shall immediately undertake a system design capacity study to determine the cause of the deficiency. Such study shall be performed by an independent consulting engineer and the result of the study, including its recommendations, shall be provided to the Municipal Customers for review and comment. If the deficiency is the result of an operational or maintenance issue requiring no improvement to the Oak Lawn Regional Water System, Oak Lawn shall correct the cause of the deficiency as soon as practicable and demonstrate that the System design capacity has been restored. If the deficiency requires further improvements to the Oak Lawn Regional Water System to correct, Oak Lawn shall coordinate and provide such improvements as soon as practicable. Such improvements shall be deemed a "System Project" and shall generally entail: (1) commencing a study of the improvement needed; (2) preparing a design (*i.e.*, plans and specifications) of the

improvement; and (3) obtaining funding pursuant to this Agreement and thereupon constructing the improvement. In addition to any other rights under this Agreement, the Municipal Customers shall have the right to review and comment on the proposed System Project and all related studies and designs prepared by or for Oak Lawn.

C. Delivery of Additional Water. Each Municipal Customer may request from Oak Lawn the use of Available Capacity during the term of this Agreement. Such a request shall be for up to a one-year period as specified in the request. Such use shall not be unreasonably denied by Oak Lawn, *provided that*: (1) an independent consulting engineer selected by Oak Lawn has determined that Available Capacity exists using the methodology set forth in *Exhibit "L"* and such determination has been approved by the Executive Consent Obtained of Municipal Customers having not less than seventy-five percent (75%) of the 2030 Allocations; (2) the requesting Municipal Customer's use of Available Capacity will not cause the Municipal Customer to exceed its Current Year Allocation for the year in which the request is made, except to the extent permitted by law; (3) the requesting Municipal Customer's use of Available Capacity will not adversely affect Oak Lawn's ability to deliver Chicago Water to other Municipal Customers as required by contracts with those Municipal Customers; and (4) the requesting Municipal Customer's use of Available Capacity does not compromise Oak Lawn's ability to comply with the terms and conditions of the Chicago-Oak Lawn Agreement. The Parties understand that the use of Available Capacity, if granted, may occasionally cause a Municipal Customer to exceed the Daily Peaking Factor. Such excess use will not be construed as a breach of this Agreement *provided the* aforementioned Available Capacity use provisions have been satisfied. Municipal Customers shall compensate Oak Lawn for the use of Available Capacity in accordance with Section 15.

D. Curtailment. If it becomes necessary for Oak Lawn to limit its delivery of Chicago Water to Municipal Customers or Future Water Customers for any reason, then each Municipal Customer, and each Future Water Customer whose water supply agreement provides for a pro rata share in the event of curtailment, shall be entitled to receive a share of Chicago Water during such period of curtailment as determined by the ratio of its Current Year Allocation (or such lesser amount to which such Customer may be entitled pursuant to its water supply agreements) to the sum of the Current Year Allocations (or such lesser amount to which such Customer may be entitled pursuant to its water supply agreements) of all such entities entitled to Chicago Water.

E. Pressure at Delivery. Oak Lawn shall supply Chicago Water to the Municipal Customers at their respective Points of Delivery at a pressure sufficient to deliver the Chicago Water and, from and after the date the 2013 Regional System Improvements are Substantially Complete and Operational, the pressure at the meter at each Point of Delivery shall in no event be less than 20 pounds per square inch, except when permitted by federal or state law. Oak Lawn shall not provide Chicago Water at a pressure such that it may cause damage to the Municipal Customers' Water Systems.

F. Certain Water Quality Provisions. Oak Lawn shall provide Chicago Water at each Municipal Customer Point of Delivery of a quality not less than as provided under the Chicago-Oak Lawn Agreement. If said water quality degrades below that required under the Chicago-Oak Lawn Agreement and a means of correction is available to Oak Lawn as a result of the completion of the 2013 Regional System Improvements, Oak Lawn shall use all commercially

reasonable efforts to correct the degradation. If said water quality degrades below that required by the Chicago-Oak Lawn Agreement and no means of correction is available to Oak Lawn to correct the degradation without further improvement to the Oak Lawn Regional Water System, Oak Lawn shall coordinate and provide such improvements as soon as practicable. Such improvements shall be deemed a “System Project” and shall generally entail: (1) commencing a study of the improvement needed; (2) preparing a design (*i.e.*, plans and specifications) of the improvement; and (3) obtaining funding pursuant to this Agreement and thereupon constructing the improvement. In addition to any other rights under this Agreement, the North System Customers shall have the right to review and comment on the proposed System Project and all related studies and designs prepared by or for Oak Lawn.

Section 7. Certain Permitted Service and Connections.

A. Municipal Customer Service and Connections Generally. Each Municipal Customer shall have the exclusive right to serve and distribute Chicago Water to: (1) its current customers, whether or not within its corporate limits; (2) future customers on land presently located within its limits; (3) future customers on land lawfully annexed by it; and (4) future customers not within its corporate limits, subject to the provisions of the Chicago-Oak Lawn Agreement. Municipal Customers shall have the right to maintain and use existing wells or other alternate sources of water to meet emergency needs when Oak Lawn is not able to provide Full Water Requirements to such Municipal Customers. Municipal Customers shall have the right to maintain and use emergency connections with adjacent communities for mutual assistance purposes. The emergency well or alternate supply usage or emergency connections shall not be used without notifying Oak Lawn within forty-eight (48) hours after a required use.

B. Wholesale Service and Connections Recognized. Oak Lawn and all the Municipal Customers expressly recognize the full right and privilege of (i) Tinley Park through the Tinley Park Branch System to serve Tinley Park, Mokena, New Lenox and the Illinois American Water Company within its service area in the Village of Orland Hills and vicinity within the Current Year Allocations provided, (ii) Orland Park through its Municipal Customer Water System to serve the Illinois American Water Company within its service area in the area commonly known as “Alpine Heights” and vicinity within the Current Year Allocations provided, and (iii) Tinley Park or Mokena through its respective Municipal Customer Water System to serve the Illinois American Water Company within its service area in the area commonly known as “Arbury Hills” and vicinity within the Current Year Allocations provided.

C. Oak Lawn Service and Connections. Subject to the provisions of Sections 7.A and 7.B and Section 6.A, Oak Lawn shall have the sole and exclusive right to service the Municipal Customers and Future Water Customers, not located within any Municipal Customer’s corporate limits, through the Oak Lawn Regional Water System; *provided, however*, that with respect to such Future Water Customers, Oak Lawn is able to adequately and fully service not only Municipal Customers’ water requirements as provided in this Agreement, but also all customers being serviced through the Oak Lawn Regional Water System at such time pursuant to such agreements as are then in place; and *provided further* that any such additional customer is to be served with facilities designed and constructed in accordance with sound engineering principles

D. *Emergency Customers.* Oak Lawn may enter into mutual assistance agreements for emergency service with other suppliers of water; *provided*, that such service, if it is not limited to being provided solely from the Oak Lawn Reserved Share, shall be subject to the limitations as follows: “emergency” for purposes of this limitation shall exclude seasonal peaking requirements and shall generally be limited to system breaks, temporary loss of supply, or similar events; and, *provided, further*, if such emergency service results in any curtailment of service to the North System Customers, such emergency service shall not continue beyond five (5) days during the period from May 15 and ending September 15 of any year or ten (10) days during any other period. Oak Lawn may also provide emergency service without meeting the requirements or beyond the limits set forth in this paragraph pursuant to Executive Consent Obtained. For purposes of this paragraph, Executive Consent Obtained shall be provided or denied within forty-eight (48) hours after notice from Oak Lawn. For purposes of this section, notice to a Municipal Customer shall be by telephone and confirmed in writing immediately by notice pursuant to Section 34.

E. *Oak Lawn Retail Water System Service and Sanitary Sewer System Service to Chicago Ridge.*

(1) For the use of the distribution mains from the Reich and Harker Pump Stations, Chicago Ridge shall pay to the Oak Lawn Retail Water System (and not the Oak Lawn Regional Water System as otherwise provided herein) an additional amount (the “*Oak Lawn Retail Service Charge*”) equal to 0.459% of the annual maintenance budget for said distribution mains, for each fiscal year. The Oak Lawn Retail Service Charge shall be due and payable in monthly installments.

(2) With respect to those properties within Chicago Ridge which receive sanitary sewer service from the sanitary sewer system of Oak Lawn (the “*Oak Lawn Retail Sanitary Sewer System*”), Chicago Ridge shall pay to the Oak Lawn Retail Sanitary Sewer System (and not the Oak Lawn Regional Water System as otherwise provided herein) sewer charges (the “*Oak Lawn Sanitary Sewer Service Charge*”) at the same sewer rates for maintenance and rehabilitation costs paid by Oak Lawn residents in effect at the time of billing. The Oak Lawn Sanitary Sewer Service Charge for residential units shall be due and payable monthly. The Oak Lawn Sanitary Sewer Service Charge for multi-family and commercial units shall be due and payable monthly.

(3) Bills or statements of charges, and notifications related thereto, shall be in accordance with Section 20.A and 20.B, or as near as practicable may be. The Oak Lawn Retail Service Charge and the Oak Lawn Sanitary Sewer Service Charge shall be in default thirty (30) days after the due date.

(4) The Oak Lawn Retail Service Charge and the Oak Lawn Sanitary Sewer Service Charge are payable solely and only from the revenues of the Chicago Ridge water and sewer system, subject and subordinate to all payments to be made to the Oak Lawn Regional Water System otherwise provided herein, and shall be continuing valid and binding obligations of Chicago Ridge payable from the revenues derived from the operation of the Chicago Ridge water and sewer system for the period of years of this Agreement. The Oak Lawn Retail Service Charge and the Oak Lawn Sanitary Sewer

Service Charge shall not be debt within the meaning of any constitutional or statutory limitation under the laws of the State of Illinois.

F. Other Service by Amendment. Except as otherwise provided in this Agreement, upon written amendment to this Agreement, Municipal Customers may service other municipalities or private entities, not located within their corporate limits, through or with Chicago Water supplied by the Oak Lawn Regional Water System, upon such terms and conditions as may be agreed to by Oak Lawn and each (100%) of the Municipal Customers affected.

Section 8. Certain Mutual Storage, Operation and Conservation Provisions; Asset Management Program; Certain System Project and Related Financing Permitted.

A. Municipal Customer Storage Requirements. Each Municipal Customer shall maintain and operate, at its own cost and expense, facilities for the storage of Chicago Water sufficient in the aggregate to store not less than two (2) times its respective average day's use of water (calculated on an average annual daily basis).

B. Operation of Municipal Customer Water Systems. Municipal Customers agree to operate their respective Municipal Customer Water System from the Point of Delivery on to the Municipal Customer's customers in such a manner as to not place the Oak Lawn Regional Water System in jeopardy of failing to meet: (1) the regulations of any agency or governmental authority having jurisdiction in the operation of public water supplies; or (2) the commitments to other Municipal Customers and to Future Water Customers and to Chicago (except when such commitments could be in violation or derogation of Oak Lawn's obligations to Municipal Customer's rights under this Agreement). If a Municipal Customer shall fail to operate its respective Municipal Customer Water System as described in this Section 8.B after ninety (90) days written notice to do so by Oak Lawn, or in the case of an emergency, such reasonable notice as may be given under the circumstances, Oak Lawn may, in the reasonable discretion of Oak Lawn, (a) turn-off or curtail its delivery of Chicago Water to said Municipal Customer or (b) repair or replace, but is not obligated to, the appropriate parts of said Municipal Customer Water System, as is necessary for the proper operation of the Oak Lawn Regional Water System, and the cost of such repairs or replacement, including engineering costs, attorney's fees, and permitting fees relating thereto, shall be charged to and paid by said Municipal Customer. No such non-emergency repair or replacement of a Municipal Customer Water System shall be performed by Oak Lawn without first obtaining all necessary permits from entities with jurisdiction over the proposed repair or replacement, which permits, if to be issued by such Municipal Customer, shall not be unreasonably withheld. Upon request from Oak Lawn, each Municipal Customer will provide to Oak Lawn access to SCADA system near real-time data, including daily and weekly tallies, sufficient to allow monitoring of operating conditions within its Municipal Customer Water System (and, for Municipal Customers that provide Chicago Water to wholesale customers, further, of the operating conditions of the water systems of each of such wholesale Chicago Water customers), which access to such data shall be provided not later than one year after such request but in no event prior to the date which is one year after the 2013 Regional System Improvements are Substantially Complete and Operational.

C. *Notice in Certain Events Regarding Water Supply.* Municipal Customers also agree to notify Oak Lawn as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quantity or the quality of the Chicago Water received hereunder or the Oak Lawn Regional Water System.

D. *Conservation.* Each Municipal Customer further agrees to take measures to conserve and prevent waste of water and not to exceed its respective Daily Peaking Factor, except as provided in Section 6.C of this Agreement.

E. *In General—Operation of Oak Lawn Regional Water System.* Oak Lawn will take all steps necessary so that the Oak Lawn Regional Water System may at all times be operated advantageously and efficiently, and in compliance with all applicable federal, state and local laws, codes, ordinances, rules and regulations. To that end, Oak Lawn shall take steps to incorporate best practices for the operation, administration and management of the Oak Lawn Regional Water System which include, without limitation, the following:

(1) Maintenance of the Oak Lawn Regional Water System in good working order, completing necessary repairs in a manner consistent with good utility practices, and maintaining proper documentation of same.

(2) Exercise all valves in the Oak Lawn Regional Water System not less than once every twenty-four (24) months, and provide a report or other suitable documentation to the Municipal Customers demonstrating completion and results after implementation of the 2013 Regional Water System Improvements.

(3) Response to emergency situations involving the Oak Lawn Regional Water System, such as main breaks, pump failures and other emergency situations, immediately upon identifying the emergency, and maintenance of an adequate inventory of spare parts and materials, such as pipes and valves, as well as contractors ready and available to respond on short notice to ensure completion of necessary repairs in a timely manner.

(4) Not later than one year after the 2013 Regional System Improvements are Substantially Complete and Operational, provide access to SCADA system near real-time data, including daily and weekly tallies, sufficient to allow monitoring of operating conditions of the Oak Lawn Regional Water System.

(5) Provide the following reports to the Municipal Customers upon request: (i) daily flow reports, and (ii) such annual, monthly and other flow and usage reports normally produced by Oak Lawn; *provided, however*, that this provision is not intended to require Oak Lawn to create reports that it does not regularly produce.

(6) Conduct a leak detection survey of not less than ten (10%) percent of the Oak Lawn Regional Water System on an annual basis to determine water losses in the System and identify areas of the Oak Lawn Regional Water System requiring improvements to resolve leakage, including provision of a written report to the Municipal Customers describing all findings and recommendations from the surveys.

(7) Conduct regular monitoring and testing of all cathodic protection systems used as part of the Oak Lawn Regional Water System, and identify where operating conditions and/or levels of protection may have changed, with copies of reports of such testing and analysis to be provided to the Municipal Customers upon request, when available.

F. Asset Management and Asset Management Program. Oak Lawn will identify and implement best management practices and standards for the Oak Lawn Regional Water System. To that end, within two (2) years after the Effective Date, Oak Lawn will provide an Asset Management Program. The Asset Management Program shall thereafter be updated biennially. To be effective for the provisions of this Agreement, the Asset Management Program and any annual updates must be approved by Executive Consent Obtained. Upon such consent, Oak Lawn shall implement such Asset Management Program.

Section 9. Measuring Equipment.

A. Measuring Supply to Municipal Customers. Oak Lawn shall assume ownership of, as part of the Oak Lawn Regional Water System, and each Municipal Customer shall convey by bill of sale to Oak Lawn for use in the Oak Lawn Regional Water System, the existing Meters, Valves and Controls for water delivery at the Points of Delivery to the North System Customers, respectively. Oak Lawn shall, from and after the Effective Date of this Agreement, furnish, install, operate, maintain, repair and replace at each Municipal Customer's respective sole cost and expense at the Point of Delivery the necessary Meters, Valves and Controls, which shall remain the property of the Oak Lawn Regional Water System. The Meters, Valves and Controls shall be of a type meeting the standards of the American Water Works Association for properly measuring the quantity of Chicago Water delivered under this Agreement. Such Meters, Valves and Controls shall be located upon land provided by or available to each Municipal Customer pursuant to Section 11. Both Oak Lawn and each Municipal Customer, respectively, shall have access to such Meters, Valves and Controls for examination and inspection at all reasonable times, *provided that* Oak Lawn's access to the Meters, Valves and Controls shall be with prior notice to, and supervision by, personnel of the Municipal Customer. The reading for billing purposes, calibration and adjustment thereof shall be performed only by the employees or agents of Oak Lawn and only with Oak Lawn's authorization.

B. Annual Calibration. Not less than once in each Fiscal Year, Oak Lawn shall (1) for meters that can be calibrated in place, calibrate its meters in the presence of respective representatives of the Municipal Customers, and such Parties shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary, and (2) for meters that must be removed for calibration, coordinate with the Municipal Customer affected as to the time for such removal and calibration, identify to the Municipal Customer the testing company Oak Lawn proposes to use for the calibration, and provide to the Municipal Customer a copy of any calibration reports and documentation showing the calibration results and any repairs or adjustments that are made. Except as otherwise expressly provided, the measurement of Chicago Water for the purpose of this Agreement shall be solely by Oak Lawn's meters located at the Points of Delivery.

C. Check Meters. Each Municipal Customer may, at its option, require that Oak Lawn furnish and install a check meter at the expense of the Oak Lawn Regional Water System, which expense shall be deemed a Transmission Main Maintenance Cost, in the event that Oak Lawn elects to modify the configuration of the Meters, Valves and Controls at that Municipal Customer's Point of Delivery as such Meters, Valves and Controls existed as of the Effective Date. Any such meter installed for a Municipal Customer will, upon acceptance by the Customer, be owned and operated by that Municipal Customer, provided each check meter does not interfere with the accuracy of the Oak Lawn meter. All check meters shall be of a type meeting the standards of the American Water Works Association for properly measuring the quantity of Chicago Water and shall be subject to inspection and examination by any employee or agent of Oak Lawn, but the calibration and adjustment thereof shall be only by the Municipal Customer, except during any period when a check meter may be used under the provisions of this Section for measuring the amount of Chicago Water delivered to the Municipal Customer, in which case such meters shall be calibrated by Oak Lawn in the presence of respective representatives of such Party and the Parties shall jointly observe any adjustment in case any adjustment is necessary. Except as may be expressly otherwise provided or agreed, the measurement of Chicago Water for the purpose of this Agreement shall be solely by Oak Lawn's meters located at the Points of Delivery.

D. Variance. If any Party at any time observes a variation between a delivery meter and a check meter, or any other evidence of meter malfunction, such Party shall promptly notify the other affected Party and the affected Parties shall then cooperate to procure an immediate calibration test and adjustment of such meter or may request an independent testing and adjusting service, and shall jointly observe any such adjustment. Each Party shall give the other Party not less than forty-eight (48) hours notice of the time of all tests of meters so that the other Party may have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this Section, proceed in the absence of said representative. If such test shall show any meter to be registering within two percent (2%) (plus or minus) of the correct quantity, it shall be considered accurate and the cost of all such testing shall be borne by the Party claiming the variation. If any such test shows any meter to be measuring incorrectly, (plus or minus) to any extent greater than two percent (2%) of the correct quantity, an adjustment shall be made with respect to the amount paid or to be paid to Oak Lawn for Chicago Water passing through such meter by mutual agreement between Oak Lawn and the affected Municipal Customer based upon the best data available, for a period extending back to the time when such inaccuracy began if such time is ascertainable, or for a period extending back one-half of the time elapsed since the last date of calibration (but in no event further back than a period of six months) if such time is not ascertainable, and the costs of such testing shall be borne by the Party responsible for the Meter.

E. Notice of Testing and Calibration. Each Party shall give the other affected Party not less than forty-eight (48) hours notice of the time of all tests of meters so that the other Party may have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this Section, proceed in the absence of said representative. Every effort shall be made to perform meter maintenance and calibration during periods that are not high water demand periods, and during which water conservation rules are not in effect.

F. Unit of Measurement. The unit of measurement for Chicago Water delivered under this Agreement shall be one thousand (1000) gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall be so calibrated unless Oak Lawn and the Municipal Customers agree otherwise in writing. Should it become necessary or desirable to use cubic feet as the unit of measurement, the basis of conversion shall be that 7.48052 gallons is equivalent to one cubic foot.

G. Meter Malfunctions. If, for any reason, any meter is out of service or in disrepair so that the amount of Chicago Water delivered cannot be ascertained or computed from the reading thereof, then the Chicago Water delivered during the period such meter is out of service or in disrepair shall be deemed to be the registration of the check meter if one has been installed and is measuring accurately, or, in the event that no check meter has been installed or the check meter is registering inaccurately, shall be estimated:

(i) By correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations; or

(ii) If the error is not ascertainable by calibration tests or mathematical calculations, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately.

Section 10. Ownership.

A. Title to Chicago Water. Title to Chicago Water supplied hereunder shall remain with Oak Lawn to each Point of Delivery and, upon passing into the respective Municipal Customer Water System at the Point of Delivery, title to the Chicago Water shall pass to that Municipal Customer.

B. Oak Lawn Ownership. The ownership of the Oak Lawn Regional Water System including all System Projects is and shall be vested in Oak Lawn (except for the Orland Spur One Main, which shall be owned by Orland Park) and responsibility for the maintenance and repair of the Oak Lawn Regional Water System shall be solely that of Oak Lawn.

Section 11. Transfer of Property Rights.

A. Conveyance of North System Customer Easements. The North System Customers agree to grant or provide the following interests in land or property in connection with the following elements of the Oak Lawn Regional Water System, to the extent that these elements are on land or property owned by the particular North System Customer:

(1) The North System Customers shall grant to Oak Lawn such easements, licenses or rights of access for Oak Lawn to Meters, Valves and Controls and other related facilities to be operated by Oak Lawn pursuant to Section 9.A as are reasonably necessary for Oak Lawn's operation of the Oak Lawn Regional Water System, within ninety (90) days after Oak Lawn provides notice and a proposed form of grant to the affected North System Customer; and

(2) The affected North System Customers shall grant to Oak Lawn the necessary easements, licenses, permits or rights of access for those portions of the 2013 Regional System Improvements described in the nine bid packages listed in *Exhibit "C"*, within ninety (90) days after Oak Lawn provides notice and a proposed form of grant to the affected North System Customer for a particular bid package for which the easement, license, permit or right of access is necessary; and

(3) An easement, license, permit or right of access for an existing element of the Oak Lawn Regional Water System that Oak Lawn discovers is in place as of July 1, 2013 on land or property owned by a North System Customer, within one hundred eighty (180) days after Oak Lawn provides a written request pursuant to notice and a proposed form of grant to the affected North System Customer for that particular element that is fully described in the notice, and for which there is no easement, license, permit or right of access in place as of the date of the notice.

(4) an easement, license, permit or right of access for an existing element of the Oak Lawn Regional Water System that Oak Lawn discovers is in place on land or property owned by a North System Customer, within one hundred eighty (180) days after Oak Lawn provides a written request pursuant to notice and a proposed form of grant to the affected North System Customer for that particular element that is fully described in the notice, and for which there is no easement, license, permit or right of access in place as of the date of the notice. Any easement, license, permit or right of access requested by Oak Lawn pursuant to this Section shall not require the North System Customer to relocate, alter or modify existing improvements or facilities in any way that would disrupt the continued operations and purposes of that North System Customer. Oak Lawn agrees that any costs and expenses (such as legal or engineering fees) incurred by the North System Customers in connection with the provision of any such easements, licenses or other rights to Oak Lawn shall be reimbursed by Oak Lawn as a cost of the Oak Lawn Regional Water System. The North System Customers agree to reasonably assist (at the expense of the Oak Lawn Regional Water System) with the acquisition of other easements, licenses or rights of access on land or property located within their respective boundaries, upon written request from Oak Lawn that identifies a specific parcel of land or property.

B. Acquisition of Property. Oak Lawn shall, immediately after the Effective Date of this Agreement, commence all actions necessary to acquire all easements, licenses, and rights of access not already owned by Oak Lawn necessary for construction and operation of the 2013 Regional System Improvements or for continued effective operation of the Oak Lawn Regional Water System and to fulfill the requirements of Section 13. All such easements, licenses, and rights of access shall be obtained by Oak Lawn at Oak Lawn's expense as a cost of the Oak Lawn Regional Water System.

C. License to Use the Orland Spur One Main. The North System Customers acknowledge that, for the term of this Agreement, Orland Park has granted to Oak Lawn a license to operate, use, maintain, test, inspect, repair, remove, and replace, together with all reasonable rights of ingress and egress necessary for the exercise of the license, as a part of and an expense of the Oak Lawn Regional Water System, the Orland Spur One Main. The Orland Spur One Main is owned by Orland Park and such ownership shall continue to be held by Orland Park. Orland

Park has reserved the right (i) to test and inspect the Orland Spur One Main at any time without notice to Oak Lawn, and (ii) to repair, or to remove and replace, the Orland Spur One Main following notice to Oak Lawn and Oak Lawn's failure to complete the necessary repair, or removal and replacement, following ninety (90) days notice to Oak Lawn of the need for the repair, or removal and replacement. Orland Park will submit evidence of all costs and expenses incurred in connection with any such repair, or removal and replacement, and such costs and expenses shall be reimbursed by Oak Lawn to Orland Park and such costs and expenses shall be treated by Oak Lawn as costs and expenses of Oak Lawn Regional Water System.

D. (1) Construction of the Orland Spur Two Main. As part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct, and install the Orland Spur Two Main, the cost of which will be borne and paid for by Orland Park as part of Orland Park's share of the Capital Costs and Charges. The Orland Spur Two Main shall be designed and constructed in accordance with Oak Lawn's specifications, including but not limited to the flow meter configuration and the corrosion control system. *(2) Alternate Pipe Size Election.* Oak Lawn shall include alternate bid items in the bid package for the Orland Spur Two Main for alternate pipe sizes for the Main that are larger than 24-inches in diameter as requested by Orland Park. Oak Lawn shall notify Orland Park of the prices received for the alternate pipe sizes; in the event that Orland Park notifies Oak Lawn that Orland Park elects to have the Main be constructed in one of the alternate pipe sizes, Oak Lawn shall include the alternate pipe size elected by Orland Park in the contract for that bid package. Oak Lawn shall include the additional cost of construction of the Main resulting from the election of the alternate pipe size in the relevant bid package which shall be financed by the issuance of New Series Bonds. Orland Park shall be allocated that portion of the bid package attributable to the additional cost of the alternate pipe size and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package.

E. Palos Hills Connection and Pump Station Building. As part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct and install the Palos Hills Connection and a new metering station, the cost of which will be borne and paid for by Palos Hills as part of Palos Hills' share of the Capital Costs and Charges up to the amount of \$2,666,670. Oak Lawn shall include any costs in excess \$2,666,670 for the construction of the Connection and Metering Station in Bid Package 8 which shall be financed by the issuance of New Series Bonds. Palos Hills shall be allocated that portion of Bid Package 8 in excess \$2,666,670 and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for Bid Package 8. The Pump Station Building, of which the Metering Station shall be a part, shall be funded, designed, constructed and owned by Palos Hills separate from this Bid Package. Oak Lawn and Palos Hills shall cooperate with one another with respect to their funding, design, and construction obligations hereunder so as to maximize project efficiency and minimize conflicts and costs. Oak Lawn shall retain ownership to the piping and all appurtenances to the downstream flange of the first valve after the flow meter and Palos Hills shall grant Oak Lawn right of access to the Pump Station Building for the purpose of maintaining said piping and appurtenances. The Pump Station Building, including metering station, will be owned by Palos Hills and such ownership shall continue to be held by Palos Hills, and Oak Lawn shall have no right or obligation to operate, use or maintain the Pump Station Building except for said piping and appurtenances

described herein. Palos Hills shall be named as the owner on any permit or easement related to the Pump Station Building.

Section 12. Construction by Municipal Customers. The Municipal Customers will with all practicable speed, prepare and complete plans for the construction of their respective Municipal Customer Improvements. Each Municipal Customer will ensure that its respective (1) Municipal Customer Improvements and (2) Future Improvements to its respective Municipal Customer Water System performed by the Municipal Customer, shall be made in accordance with sound engineering principles, constructed in a reasonable and workmanlike manner and designed in a manner compatible with the Oak Lawn Regional Water System to allow effective delivery of Chicago Water to such Municipal Customer. Oak Lawn shall have the right, but not the obligation, to review and comment on all studies, construction drawings, and contract documents for the construction of said Municipal Customers Improvements and Future Improvements. Oak Lawn's approval shall not be unreasonably withheld. Upon completion, the Municipal Customer Improvements shall be deemed part of the respective Municipal Customer Water System.

Section 13. Coordination and Completion of the 2013 Regional System Improvements and Future Projects.

A. 2013 Regional System Improvements. Oak Lawn will construct the 2013 Regional System Improvements with due diligence. Oak Lawn will undertake to work and cooperate with the Municipal Customers to establish construction schedules which will efficiently cause acquisition and construction of the System Projects that comprise the 2013 Regional System Improvements so as to meet the needs of the Municipal Customers with minimal disruptions of service, and the Municipal Customers shall likewise work and cooperate with Oak Lawn to such end and to provide such facilities within each respective Municipal Customer Water System as will permit the Oak Lawn Regional Water System to efficiently serve such needs. Subject to *force majeure*, Oak Lawn will endeavor to complete the 2013 Regional System Improvements by December 31, 2027. Further, Oak Lawn shall proceed with due diligence to construct the 2013 Regional System Improvements. Oak Lawn shall not change any route approved herein for the 2013 Regional System Improvements to a route which is not through Cook County Forest Preserve District land without Corporate Consent Obtained. Further, beginning with Bid Package 4A and for all subsequent Bid Packages, Executive Consent Obtained is required to award a Bid Package, approve engineering (design and construction) contracts for such Bid Package and approve any additional engineering requirements exceeding \$5,000 per Bid Package.

B. Contracts. All contracts and agreements for work contemplated by this Agreement shall be awarded by Oak Lawn pursuant to the procurement requirements of Oak Lawn's municipal code and in compliance with any procurement requirements of the IEPA (as and if applicable), except where another process is proposed by Oak Lawn and approved by two-thirds of Oak Lawn's corporate authorities. Oak Lawn shall include in all contracts and agreements for the design and construction of the 2013 Regional System Improvements and any future System Projects such terms and conditions that will provide reasonable and sufficient protection for Oak Lawn and the Municipal Customers to ensure the prompt and timely completion of the 2013 Regional System Improvements and future System Projects, as applicable. Such terms and conditions shall include, without limitation, submission of work schedules for review and

approval, performance bonds and labor and material payment bonds from sureties with appropriate ratings and assets for the specific project, and liquidated damages.

C. *Palos Park Option to Upgrade the Size of Its System Connection Main.* The North System Customers acknowledge that, as part of the 2013 Regional System Improvements, Oak Lawn will design, construct and install the transmission main that connects the West Side Transmission Main to the Palos Park Point of Delivery (the “*Palos Park System Connection Main*”), the cost of which will be borne and paid for by Palos Park as part of Palos Park’s share of the Capital Costs and Charges. Oak Lawn shall include alternate bid items in the bid package for the Palos Park System Connection Main for alternate pipe sizes for the Palos Park System Connection Main that are larger than 10-inches in diameter as requested by Palos Park. Oak Lawn shall notify Palos Park of the prices received for the alternate pipe sizes. In the event that Palos Park notifies Oak Lawn that Palos Park elects to have the Palos Park System Connection Main be constructed in one of the alternate pipe sizes, Oak Lawn shall include the alternate pipe size elected by Palos Park in the contract for that bid package. Within thirty (30) days after completion and final approval of the Palos Park System Connection Main and the submission of an invoice by Oak Lawn to Palos Park therefor, Palos Park is to reimburse Oak Lawn for the additional cost of construction of the Palos Park System Connection Main resulting from the election of the alternate pipe size, and Palos Park is not to pay any additional amount as a part of the Capital Costs and Charges due to the election of the alternate pipe size. Alternatively, at the request of Palos Park, Oak Lawn shall include the additional cost of construction of the Palos Park System Connection Main resulting from the election of the alternate pipe size in the relevant bid package which shall be financed by the issuance of New Series Bonds. Palos Park shall be allocated that portion of the bid package attributable to the additional cost of the alternate pipe size and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package.

D. *Realignment of Transmission Main.* Oak Lawn and the North System Customers agree to a realignment of the Transmission Main for Bid Package 7A (Cross-Town Connection to Booster Station 2) and Bid Package 7B (Orland Park Spur Two Main), such that the intersection of the improvements financed by Bid Package 7A and Bid Package 7B occurs at a point south of 151st Street as shown on *Exhibit C-1* attached hereto (with such further changes or modifications as approved by Executive Consent Obtained). Orland Park shall be allocated \$812,800 of any additional costs resulting from this realignment (including 36-inches of the 60-inch pipe running south of 151st Street along the Com-Ed corridor, engineering costs, construction services, permit fees and easements) and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package. Any additional costs as a result of the realignment in excess of \$812,800 shall be paid by the Municipal Customers as a part of the Capital Costs and Charges.

E. *Southeast System Redundancy Project.* Subject to Southeast System Customer’s mutual approval as provided herein below, as part of the 2013 Regional System Improvements, Oak Lawn will design, construct and install the Southeast System Redundancy Project. For the purpose of additional redundancy for the Oak Lawn Regional Water System, Tinley Park has agreed to allow a permanent 24-inch connection to the Tinley Park Branch System at approximately 183rd Street and Ridgeland Ave. and the use of the Tinley Park Branch System

coming from Booster Station #2 (the “*Southeast System Redundancy Project*”). Additional water meters shall be installed if needed for exact water usage determinations. When at least two of the Southeast System Customers determine and mutually approve the Southeast System Redundancy Project improvements, then Oak Lawn shall begin the design process.

Oak Lawn shall issue New Series Bonds to pay the costs of the Southeast System Redundancy Project. The Municipal Customers (including the Southeast System Customers) shall pay \$10,000,000 of such costs as part of the Capital Costs and Charges and according to each Municipal Customer’s Proportionate Share. Any additional costs above \$10,000,000 shall be paid by the Southeast System Customers who approve the Southeast System Redundancy Project, with each participating Southeast System Customer’s allocation being determined by the Cost Methodology after the preliminary design has been finished. Approval of the Southeast System Redundancy Project shall be evidenced by Corporate Consent Obtained of those participating Southeast System Customers.

Section 14. Backflow Prevention. Each Municipal Customer shall install and maintain an Oak Lawn approved backflow prevention device immediately downstream of the Point of Delivery. Such device (or devices) shall take the form of an air gap or, in the case of Palos Hills, a reduced pressure zone (RPZ)-type double check valve arrangement. Air gap based backflow prevention shall provide a minimum of six (6) inches between the highest possible receiving water level in the Municipal Customer’s Water System and the point of discharge to the air gap. RPZ-type double check valve backflow prevention shall provide for above grade, free flow, discharge from the reduced pressure zone section of the valve. All RPZ-type double check valves shall be tested and certified for proper operation on a yearly basis at the expense of the Municipal Customer by a third party independent testing firm. Certified test results shall be forwarded to Oak Lawn for record purposes within 30-days of test completion. Oak Lawn reserves the right to observe all such testing and certification processes. No water utilization equipment, service connections, etc., shall be connected to the Municipal Customer’s Water System between the Point of Delivery and the Oak Lawn approved backflow prevention device.

Section 15. Price and Terms of Payment; Certain Limits on Rates and Charges; True Up; Recognition of Lien of Bonds. In the periods as indicated, each of the Municipal Customers shall pay to Oak Lawn its respective share of Aggregate Costs and other amounts due upon the terms set forth. In each Fiscal Year, Oak Lawn shall provide a summary of Aggregate Costs to each of the Municipal Customers in the Aggregate Costs Template included in *Exhibit “Q”*, or such other format as may be approved by Executive Consent Obtained.

A. Operation and Maintenance Costs. All elements of Operation and Maintenance Costs shall be due and payable monthly and shall be in default if not paid within thirty (30) days after the due date.

(1) Each Municipal Customer shall pay an amount equal to the amount payable by the Oak Lawn Regional Water System to Chicago for the month pursuant to the Chicago-Oak Lawn Agreement or any successor agreement for the measured amount of

Chicago Water delivered by Oak Lawn to that Municipal Customer at its Point or Points of Delivery. Such amount shall be stated in a dollar cost per 1,000 gallons of Chicago Water delivered times the gallons so delivered.

(2) Each Municipal Customer shall pay an amount equal to the amount of Electricity Costs incurred for the month by the Oak Lawn Regional Water System times such Municipal Customer's share of such costs as shown in *Exhibit "F"*. Such amount shall be stated in a dollar cost per 1,000 gallons of Chicago Water delivered times the gallons so delivered, and, except upon Executive Consent Obtained, shall not be adjusted during the course of a given Fiscal Year from the rate in effect at the start of such Fiscal Year or, if a rate increase is known to become effective at the start of such Fiscal Year, then also giving effect to such rate increase as of its effective date.

(3) Each Municipal Customer shall pay an amount equal to the amount of Pump Station Maintenance Costs required for the Fiscal Year by the Oak Lawn Regional Water System times such Municipal Customer's share of such costs as shown in *Exhibit "G"*. Such amount shall be stated in a dollar cost per 1,000 gallons of Chicago Water delivered times the gallons so delivered, and, except upon Executive Consent Obtained, such amount shall not be adjusted during the course of a given Fiscal Year.

(4) Each Municipal Customer shall pay an amount equal to the amount of Transmission Main Maintenance Costs required for the Fiscal Year by the Oak Lawn Regional Water System times such Municipal Customer's share of such costs as shown in *Exhibit "H"*. Such amount shall be stated in a dollar cost per 1,000 gallons of Chicago Water delivered times the gallons so delivered, and, except upon Executive Consent Obtained, such amount shall not be adjusted during the course of a given Fiscal Year.

(5) Each Municipal Customer shall pay an amount equal to the System Operations Costs required for the Fiscal Year by the Oak Lawn Regional Water System at the Common Usage Rate, and, except upon Executive Consent Obtained, such rate shall not be adjusted during the course of a given Fiscal Year from the rate in effect at the start of such Fiscal Year.

B. Capital Costs and Charges. All elements of Capital Costs and Charges shall be due and payable quarterly on the last business day of the months selected by Oak Lawn as provided in Section 20.B, and shall be in default if not paid within thirty (30) days after the due date.

(1) Each Municipal Customer shall pay an amount equal to the amount of Capital Costs and Charges required for the Fiscal Year by the Oak Lawn Regional Water System as budgeted for such Fiscal Year (a) divided by four to represent a quarterly amount and (b) times such Municipal Customer's Proportionate Share of such costs.

(2) Each Municipal Customer shall pay its Default Proportionate Share of Default Costs Allocable to Bonds within thirty (30) days after receipt of notice from Oak Lawn that such costs are due.

C. *Other Non-Operating Charges.* All elements of Other Non-Operating Charges shall be due and payable monthly and shall be in default thirty (30) days after the due date.

(1) Each Municipal Customer shall pay an amount equal to the amount of all Other Non-Operating Charges required for the Fiscal Year by the Oak Lawn Regional Water System at the Common Usage Rate, and, except for payment of Default Costs Allocable to Other Aggregate Costs or upon Executive Consent Obtained, shall not be adjusted during the course of a given Fiscal Year from the rate in effect at the start of such Fiscal Year.

(2) Other Non-Operating Charges shall include an accumulation for a reserve for the Oak Lawn Regional Water System for Operation and Maintenance Costs (the "*O&M Reserve*" which reserve is intended to provide for unforeseen increases in such costs, Default Costs, or, as provided in the proceedings for the issuance of the Bonds, to pay Bonds in the event there has been a default in the payment of Capital Costs and Charges or to pay Bonds issued in the form of a revolving line of credit). The amount so accumulated for the O&M Reserve shall not exceed the sum of (a) the cost of Chicago Water for the previous Fiscal Year divided by 12 plus (b)(i) all Operation and Maintenance Costs for the previous Fiscal Year minus said cost of Chicago Water for the previous Fiscal Year (ii) divided by 4. The required amount of the O&M Reserve shall be accumulated at the Common Usage Rate of \$0.08 (8 cents) per 1,000 gallons of Chicago Water delivered times the gallons so delivered. Draws upon said reserve shall be replenished, to the extent required, in the second Fiscal Year after such draws. Increases in the required amount of said reserve, in each year after Fiscal Year 2018, shall be fully funded, at a Common Usage Rate to be determined, in the two (2) Fiscal Years after the amount of such increase is determined. The accumulation of the O&M Reserve provided for by this provision is payable as an Other Non-Operating Charge, but the expenditure of amounts in the O&M Reserve will be for specific Operations and Maintenance Costs categories (*e.g.*, Chicago Water, Electricity Costs, or Pump Station Maintenance Costs) and Municipal Customers and Future Water Customers shall be charged for replenishment on the basis of such cost categories pursuant to the true-up provisions of Section 15.E.

Other than as set forth in this section, no Other Non-Operating Charges shall be charged by the Oak Lawn Regional Water System for reserves for Operation and Maintenance Costs.

(3) Beginning in Fiscal Year 2014, Other Non-Operating Charges shall include an amount in each Fiscal Year budgeted to produce an annual contribution (the "*Annual Contribution*") to provide funding up to full funding ("*Full Funding*") of the Renewal, Repair and Replacement Reserve Fund and thereafter for deposit to the unencumbered reserves of the Oak Lawn Regional Water System. The Annual Contribution amount shall be not less than \$750,000 for Fiscal Year 2014, and said sum of \$750,000 adjusted for any increase or decrease in the PPI in each Fiscal Year thereafter multiplied in each such year by a fraction the numerator of which is the amount of Chicago Water delivered through the Oak Lawn Regional Water System to Municipal Customers that are paying for the Annual Contribution at the Common Usage Rate and the denominator of which is all Chicago

Water delivered through the Oak Lawn Regional System to Municipal Customers. The Annual Contribution may be increased pursuant to the approved Asset Management Program. Amounts in the Renewal, Repair and Replacement Reserve Fund may be expended only for Major Capital Costs or System Repairs or, as provided in the proceedings for the issuance of the Bonds, for Default Costs, or to pay Bonds in the event there has been a default in the payment of Capital Costs and Charges. Amounts in the Renewal, Repair and Replacement Reserve Fund may be expended for Major Capital Costs only pursuant to the Asset Management Program. Amounts to be expended for System Repairs and for Major Capital Costs which in any given Fiscal Year are in excess of \$1,500,000 must be pursuant to Executive Consent Obtained. Full Funding of the Renewal, Repair and Replacement Reserve Fund shall be \$5,000,000 as measured in Fiscal Year 2014 and said sum of \$5,000,000 adjusted for any increase or decrease in PPI for each Fiscal Year thereafter. Full Funding may be increased pursuant to the Asset Management Program. Annual Contributions received at such time as the Renewal, Repair and Replacement Reserve Fund is at Full Funding will be retained in the unencumbered reserves of the Oak Lawn Regional Water System. Except in the event amounts provided for the Renewal, Repair and Replacement Reserve Fund are expended for Bond payments, the Annual Contributions are not subject to the true-up provisions of Section 15.E.

(4) Other Non-Operating Charges assessed for insurance reserve purposes shall only be made pursuant to the report and recommendation of an independent insurance consultant having a nationally recognized reputation for competence in such matters and specifying both the amount of such reserves as should be reasonably available and the rate of accumulation of same.

(5) Each Municipal Customer shall pay its share of Default Costs Allocable to Other Aggregate Costs, which share shall be as follows: (a) first, in any given Fiscal Year, Oak Lawn shall pay all Default Costs up to an amount equal to the Equitable Return received by Oak Lawn for the previous Fiscal Year and (b) thereafter, all Municipal Customers (including Oak Lawn) not in default under this Agreement shall pay a share of remaining Default Costs equal to the proportion of Chicago Water delivered to such Municipal Customer in the previous Fiscal Year to the Chicago Water delivered to all Municipal Customers (including Oak Lawn) not in default under this Agreement during such Fiscal Year.

D. Old Bonds Payments. Each Municipal Customer shall pay to Oak Lawn the amounts due on the Old Bonds at the times and in the amounts determined as required in *Exhibit "K"*.

E. True Up. On an annual basis, after adequate time is allowed for the accounting and auditing of the accounts of the Oak Lawn Regional Water System, each Municipal Customer shall receive a statement with supporting data and information of its proper share of the prior year's actual Aggregate Costs for the Regional System. Such statement shall include the amount by which each Municipal Customer may have overpaid or underpaid such actual Aggregate Costs in comparison to the approved budget for the Oak Lawn Regional Water System. Each Municipal Customer who underpaid such actual Aggregate Costs as compared to the approved budget shall make up such underpayment in the following Fiscal Year (that is, the second Fiscal Year after the

Fiscal Year for which the accounting is provided due to the adequate timing that is necessary to complete such accounting). Each Municipal Customer will pay such actual Aggregate Costs classified by the particular category (*i.e.*, Operation and Maintenance Costs such as Chicago Water, Electricity Costs, Pump Station Maintenance, Transmission Line Maintenance or System Operations Costs and Capital Costs and Charges) under the same allocation method used in preparing the approved budget. Each Municipal Customer who overpaid such actual Aggregate Costs shall receive a credit in that same Fiscal Year in which underpayments would be made, such credit being allocable by the particular category (*i.e.*, Operation and Maintenance Costs such as Chicago Water, Electricity Costs, Pump Station Maintenance, Transmission Line Maintenance or System Operations Costs and Capital Costs and Charges) under the same allocation method used in preparing the approved budget. Such makeup of underpayments or receipt of credit as provided in this Section 15.E shall be divided into twelve (12) equal monthly installments unless otherwise mutually agreed between Oak Lawn and an affected Municipal Customer, and such underpayments shall be payable as an Aggregate Cost. Such True Up as described herein is subject to approval by Executive Consent Obtained. In addition, beginning in Fiscal Year 2021, the cost of water leakage out of the Oak Lawn Regional Water System (being the variance between the amount of water billed by Chicago less the amount of water billed by the Oak Lawn Regional Water System to the Municipal Customers) for the previous year (Fiscal Year 2020) shall be paid by each Municipal Customer according to each Municipal Customer's Proportionate Share.

F. Recognition of Lien of Bonds. Each Municipal Customer acknowledges that all of the moneys paid over and held by Oak Lawn in the funds and accounts of the Oak Lawn Regional Water System, except those monies properly held for Operation and Maintenance Costs, may be subject to the prior lien of Bonds, may be pledged by Oak Lawn without limitation and in such order of priority among Bonds as Oak Lawn shall determine, and may be held by a trustee, Bondholder, or otherwise in a pledged account, and may be expended without any further action on the part of any person to pay Bonds, all as may be stated in the proceedings adopted by Oak Lawn in the authorization and issuance of Bonds.

Section 16. Payments to Chicago.

A. Timely Payments. Oak Lawn shall make timely payments to Chicago pursuant to the Chicago-Oak Lawn Agreement. Oak Lawn shall have the sole discretion as to the form of payment to Chicago for any amounts that Oak Lawn is charged under the Chicago-Oak Lawn Agreement. Any discounts, rebates or other incentives received from Chicago by Oak Lawn as a result thereof shall be the sole property of Oak Lawn and shall not affect the payment obligations of the Municipal Customers hereunder; *provided, however*, that any such discount, rebate or other incentive so received from Chicago on account of early payment to Chicago shall be shared proportionately with each North System Customer and Oak Lawn which have provided early payments so as to accommodate the payments to Chicago.

B. Late Payments. In the event that Oak Lawn makes a late payment to Chicago because of circumstances within Oak Lawn's control, Oak Lawn shall pay any interest and penalty costs due to Chicago pursuant to the Chicago-Oak Lawn Agreement and such interest and penalty costs shall not be costs of the Oak Lawn Regional Water System. If the cause of the late payment is within Oak Lawn's control and Oak Lawn fails to pay Chicago for two (2) consecutive months,

the Municipal Customers may pay Chicago directly for Chicago Water. In the event that Oak Lawn makes a late payment to Chicago because of a late payment by a Municipal Customer, the interest and penalty costs due to Chicago shall be paid by the Oak Lawn Regional Water System.

Section 17. Arrearages. Any Municipal Customer which does not pay its share of Aggregate Costs when due shall be in arrears to such amount (“*Arrearages*”). All Arrearages shall be payable immediately without demand and shall bear interest until paid at the rate equal to the average rate of interest on all Bonds then outstanding plus two percent (2%) or if no Bonds are outstanding then one and a half percent (1-1/2%) per month (without compounding) or at the otherwise then highest taxable rate which may be paid by an Illinois non-home rule municipality on its bonds (of any kind), if such rate be lesser. Payments of Arrearages, when received, shall be credited pro rata to the Municipal Customers who may have paid Default Costs on account of such Arrearages as soon as practicable within the billing cycle.

Section 18. Further Covenants. The following covenants are made by all Parties to this Agreement.

A. Payments Due Hereunder are Limited to Revenues Pledged. All payments to be made under this Agreement are payable solely and only from the revenues of the Municipal Customer Water Systems, and all payments due under this Agreement shall be a continuing valid and binding obligation of each such municipality payable from the revenues derived from the operation of each such system for the period of years of this Agreement. This Agreement shall not be a debt within the meaning of any constitutional or statutory limitation under the laws of the State of Illinois. No prior appropriation shall be required before entering into this Agreement, and no appropriation shall be required to authorize payments to be made under the terms of this Agreement. Notwithstanding the provisions of this Section 18.A, the Municipal Customers and Oak Lawn are not prohibited by this Agreement from using other available funds to make the payments required by this Agreement.

B. Lien Priority of Payments Under Agreement. Each Municipal Customer shall provide in all future documents or proceedings obligating the revenues of its respective Municipal Customer Water System, and, for Oak Lawn, of the Oak Lawn Retail Water System, that all payments made under this Agreement shall be deemed and treated as operation and maintenance costs, having a first lien and priority with other such costs of such system, on the revenues of the Municipal Customer Water System or the Oak Lawn Retail Water System, as applicable.

C. Mutual Cooperation in Issuance of Obligations. Each Municipal Customer shall cooperate with Oak Lawn in the issuance of Bonds, and Oak Lawn shall cooperate with each Municipal Customer in the issuance of the Municipal Customer’s bonds or other obligations of its Municipal Customer Water System. In such connection, each Municipal Customer and Oak Lawn will comply with all reasonable requests of the other and will, upon request, do as follows: (1) make available in a timely manner general and financial information about itself; (2) consent to publication and distribution of its financial information; (3) certify that general and financial information about it is accurate, does not contain an untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading; (4) make available

certified copies of official proceedings, minutes, ordinances, resolutions, orders and documents related to this Agreement or its respective duties hereunder; (5) provide reasonable certifications to be used in a transcript of closing documents in connection with such Bonds or other obligations; and (6) provide and pay for reasonably requested opinions of counsel as to the validity of its actions taken with respect to and the binding effect of this Agreement, title to its Municipal Customer Water System, as applicable, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions. Specifically, in connection with a bond rating, bond issuance or bond continuing disclosure agreement, each Municipal Customer shall provide financial information about itself within sixty (60) days of request by Oak Lawn.

D. Segregate Revenues. Each Municipal Customer shall provide for the segregation of all revenues of its Municipal Customer Water System in such system fund or account and provide for the application of the necessary portion of the revenues for the purpose of this Agreement. An amount of funds of a Municipal Customer Water System which exceeds the obligations of such Municipal Customer hereunder may be used by that Municipal Customer for any lawful corporate purposes to the extent permitted by law. All Regional System Revenues shall be deposited in the funds and accounts of the Oak Lawn Regional Water System and used for purposes of the Oak Lawn Regional Water System. Any interest or other earnings on Regional System Revenues shall be considered Regional System Revenues.

E. General Covenant to Operate Properly. From time to time, Oak Lawn and each Municipal Customer will take steps reasonably necessary so that the Oak Lawn Retail Water System and each respective Municipal Customer Water System may at all times be operated properly and efficiently.

F. Accounting and Audit. Each Municipal Customer will make and keep proper books and accounts (separate and apart from all other records and accounts of such Municipal Customer) in which complete entries shall be made of all transactions relating to its Municipal Customer Water System, and, within two hundred ten (210) days following the close of each fiscal year of such Municipal Customer, it will cause the books and accounts of its Municipal Customer Water System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of its Municipal Customer Water System, and each Municipal Customer shall promptly upon receipt provide a copy of such audit to Oak Lawn. Likewise, Oak Lawn will make and keep proper books and accounts (separate and apart from all other records and accounts of Oak Lawn) in which complete entries shall be made of all transactions relating to the Oak Lawn Regional Water System and, within two hundred ten (210) days following the close of the Fiscal Year, Oak Lawn will cause the books and accounts of the Oak Lawn Regional Water System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of the Oak Lawn Regional Water System, and Oak Lawn shall promptly upon receipt provide a copy of such audit to the Municipal Customers.

G. Maintain Ownership of Oak Lawn Regional Water System and Municipal Customer Water System and Properties. Oak Lawn with respect to the Oak Lawn Regional Water System and each Municipal Customer with respect to its Municipal Customer Water System will continue to own and possess such systems and will, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, dispose of property which is part of such

systems only to the extent that such property is no longer useful or profitable in the operations of such systems.

H. Tax Status. (1) No Municipal Customer shall use or permit to be used any of the Chicago Water acquired under this Agreement or operate its Municipal Customer Water System in any manner or for any purpose or take any other action or omit to take any action which could, either alone or in conjunction with any other similar actions by that Municipal Customer or any other Municipal Customers, result in loss of the exclusion from gross income for federal income tax purposes of the interest on any Bond or Bonds or entitlement of Oak Lawn to a credit payment from the United States Treasury (such as, for example, was available to units of local government for “build America bonds”) in lieu of all or part of such exclusion from gross income (any of such advantages being “*Tax-Advantaged Status*”), or which could be issued in the future, as such Tax-Advantaged Status is governed by the federal income tax laws, as amended from time to time, including but not limited to, Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction (collectively, the “*Tax Laws*”).

(2) At the time of execution of this Agreement, each Municipal Customer represents for itself that it has no contracts (other than standard retail service agreements or arrangements by which water service is provided to all retail customers pursuant to rate schedules or ordinances, as amended from time to time, in the discretion of the respective corporate authorities) whereby any person, corporation, partnership or other entity agrees to purchase from such Municipal Customer any water provided to such Municipal Customer under this Agreement for a period of more than thirty (30) days, except as shown in *Exhibit “J”* hereto, and such Municipal Customer has no current expectation of entering into any such contracts, except as set forth in *Exhibit “J”* hereto. At least sixty (60) days prior to entering into any contract whereby any person, corporation, partnership or other entity agrees to purchase from any Municipal Customer any water provided to such Municipal Customer under this Agreement for a period of more than thirty (30) days, such Municipal Customer shall notify Oak Lawn of its intent to enter into such contract and provide copies of such contract to Oak Lawn. Within sixty (60) days after receipt of such notice, Oak Lawn shall advise such Municipal Customer as to whether, in the opinion of Bond Counsel selected by mutual agreement of the affected Municipal Customer and Oak Lawn, the entering into of such contract would result in a violation of the covenant in clause (1) above. The cost of this opinion shall be borne by such Municipal Customer. Any determination by Oak Lawn that any such contract would violate the covenant set forth in clause (1) above shall be made by Oak Lawn based upon the aforementioned opinion. In the event that allocations are necessary under the Tax Laws to determine whether entering into any such contract violates the covenant set forth in clause (1) above, Oak Lawn shall make such allocations, in its sole discretion, after receipt of an opinion of Bond Counsel as selected by Oak Lawn and paid for by such Municipal Customer.

I. Statement of Mutual Cooperation Process. The Statement of Mutual Cooperation Process (the “*Statement*”) set forth in *Exhibit “P”* attached is hereby incorporated by reference; *provided, however*, that notwithstanding any text therein which may imply the contrary, (1) any advice or recommendation resultant from the actions taken under the Statement are advisory only, not in any way mandatory or directory upon Oak Lawn, (2) all information to be supplied by Oak Lawn under the Statement shall be supplied in good faith in a commercially reasonable

manner but is not guaranteed as to accuracy, (3) default or noncompliance under the Statement shall not obviate or diminish in any way any of the other obligations, duties or rights of any Party under this Agreement, and (4) enforcement of obligations or rights under the Statement shall be limited to actions for mandamus, declaratory relief, or the like, and no money damages may be awarded in connection with any such action. Nothing in this Section 18.I or *Exhibit "P"* shall diminish, limit or modify any other rights of the Municipal Customers under this Agreement or applicable law. All costs and expenses incurred as a result of the Working Groups (as defined in *Exhibit "P"*), except as specifically excluded in the immediately succeeding sentence, shall be treated as monthly Operation and Maintenance Costs of the Oak Lawn Regional Water System. The North System Customers shall be solely responsible for any costs and expenses that the North System Customers incur in conjunction with the Working Groups for independently retained experts and consultants, including but not limited to, auditors, accountants, architects, engineers and attorneys, and such costs and expenses shall not be included in the monthly Operation and Maintenance Costs of the Oak Lawn Regional Water System.

J. No Agency, Partnership or Joint Venture. Notwithstanding anything contained herein to the contrary, the Parties do not intend to create an agency, partnership, joint venture or employment relationship between the Parties and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the Parties. The Parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations under this Agreement.

Section 19. Service to Political Subdivisions. Any Municipal Customer entering into or renewing a wholesale contract or agreement with a person or entity constituting a governmental or like entity whose use of the services of the Oak Lawn Regional Water System would not adversely affect the ability of Oak Lawn to issue Bonds having Tax-Advantaged Status (*i.e.*, any such person or entity not described in the first sentence of Section 18.H(2) above), shall obtain such covenants in such contract or agreement enabling such Municipal Customer to meet its covenants under this Section 19 and Section 18.H. Oak Lawn acknowledges that the execution of this Agreement by Mokena and New Lenox fulfills Tinley Park's obligation under this Section with respect to the contracts or agreements Tinley Park has with Mokena and New Lenox.

Section 20. Billings and Computations; Security Deposit in Certain Events.

A. Delivery; Computation; Verify. All bills or statements of charges will be made in writing by Oak Lawn and mailed and delivered electronically to an officer of the Municipal Customers selected by the Municipal Customer or, in the absence of such designation, to the Municipal Manager or Administrator of the Municipal Customer. All computations required by this Agreement shall be made by Oak Lawn. At the request of a Municipal Customer and upon payment by the Municipal Customer of all fees and expenses related thereto, the Municipal Customers reserve the right to review, verify and/or audit such bills and changes with such consultants and/or accountants as retained by the Municipal Customers at their own cost and expense.

B. Notify Each Month. Oak Lawn shall notify each Municipal Customer (except for Mokena and New Lenox as set forth in Section 20.E) of such Municipal Customer's amount of all

Aggregate Costs other than Capital Costs and Charges for a month on or before the 5th business day of the following month. The Municipal Customer's amount of Aggregate Costs other than Capital Costs and Charges for a month shall be due and payable and must be received by Oak Lawn within fifteen (15) days after the date of notification. Oak Lawn shall notify each Municipal Customer of such Municipal Customer's amount of Capital Costs and Charges for each quarterly payment on or before the 5th business day of the month of the due date of such amount. The Municipal Customer's amount of Capital Costs and Charges for a quarter shall be due and payable and must be received by Oak Lawn on or before the last business day of the month.

C. Security Deposit in Certain Events. In the event (1) a Municipal Customer is rated below "BBB-" by S&P or "Baa3" by Moody's or (2) a Municipal Customer has defaulted on payments due under this Agreement, Oak Lawn may require such Municipal Customer to deposit money (the "*Security Deposit*") as security for payments due under this Agreement, upon written request. The Security Deposit shall be in an amount equal to the monthly average of the previous Fiscal Year's Aggregate Costs to that Municipal Customer and shall be paid immediately or accumulated in installments over time. The Security Deposit may be drawn upon at any time to make payments due and owing by the Municipal Customer under this Agreement or to avoid a default under this Agreement. If drawn upon, Oak Lawn may require the Municipal Customer to replenish said Security Deposit.

The Security Deposit shall be held in an account separate from all other accounts of Oak Lawn in trust for the purpose of making payments due under this Agreement. The Security Deposit may be invested in accordance with the investment policy of Oak Lawn. The investment income earned on the Security Deposit shall accrue to the benefit of the Municipal Customer in whose name such Security Deposit is established.

At its option, Oak Lawn may discontinue the requirement of the Security Deposit at any time and return the funds to the Municipal Customer in whose name the Security Deposit is held. However, Oak Lawn must return the Security Deposit to the Municipal Customer if (1) the Municipal Customer's rating has improved to "BBB-" (or higher) by S&P and "Baa3" (or higher) by Moody's and (2) the Municipal Customer has not been in default for a payment due under this Agreement for a period of three (3) years.

D. Access to Records; Disputes. In addition, Municipal Customers shall have access to Oak Lawn's water and financial department records at all reasonable business hours for the sole purpose of verifying the billing pursuant to this Section. If a Municipal Customer desires to dispute all or any part of any payments under this Agreement, the Municipal Customer shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to Oak Lawn identifying the charges that are disputed, the grounds for the dispute and the amount in dispute within ninety (90) days after the time that the Municipal Customer knew or should have known of the facts giving rise to the dispute. Upon receipt of the notification of dispute, Oak Lawn representatives shall meet with the Municipal Customer's representatives to resolve such dispute. No adjustment or relief on account of any disputed charges shall be made unless such disputed charges are the subject of the notice. Oak Lawn and the Municipal Customer shall promptly attempt and continue efforts to resolve the dispute. In the event that it is determined that the Municipal Customer shall have overpaid, the Municipal Customer shall receive a refund.

No actions by the Parties hereto and none of the provisions of this Agreement shall in any way whatsoever relieve any Municipal Customer's payment obligations. Each Municipal Customer will in each Fiscal Year make all budgetary, emergency or other provisions or appropriations necessary to provide for and authorize the prompt payment by that Municipal Customer to Oak Lawn, during each Fiscal Year and on each payment date, of all the charges, payments and adjustments provided for in this Agreement.

E. Tinley Park Role in Billing Mokena and New Lenox. Oak Lawn shall notify Mokena and New Lenox directly with respect to their respective amounts of Capital Costs and Charges due according to Subsection B of this Section. Oak Lawn shall notify Tinley Park of all Aggregate Costs other than Capital Costs and Charges due from Mokena and New Lenox according to Section 20.B. Tinley Park shall remit the Aggregate Costs other than Capital Costs and Charges to Oak Lawn on behalf of Mokena and New Lenox, *provided, however,* that Tinley Park shall not be liable for such payments due from Mokena or New Lenox in the event that Mokena or New Lenox fails to pay. Tinley Park shall provide Oak Lawn with the details of each payment allocable to Mokena and New Lenox, including the amount of Chicago Water delivered to Mokena and New Lenox by Tinley Park.

Section 21. Future Water Customers; Special Connection Fees.

A. Permit Future Water Customers.

(1) Prior to entering into any written agreement for the purchase, sale, hypothecation or conveyance of Chicago Water pursuant to Section 21.A(2), Oak Lawn shall first provide notice to the Municipal Customers: (a) that there is Available Capacity for the Chicago Water covered by such an agreement and (b) whether or not Oak Lawn proposes the Chicago Water to be sold, conveyed or hypothecated will be provided from the Oak Lawn Reserved Share and (c) the Proposed Component Cost Shares of any proposed Future Water Customer other than an Oak Lawn Reserved Share Customer as provided in the definition of Component Cost Share. In the event that Oak Lawn cannot provide Available Capacity as a result of a refusal by the Municipal Customers to approve repairs included in the approved Asset Management Plan for two years prior to the notice under this Section, then such lack of Available Capacity shall not preclude Oak Lawn from entering into a written agreement pursuant to Section 21.A(2).

(2) At any time after one year after the Oak Lawn Regional Water System is Substantially Complete and Operational, Oak Lawn may sell, hypothecate or otherwise convey the Chicago Water which is part of the Oak Lawn Reserved Share pursuant to agreements or contracts with Oak Lawn Reserved Share Customers on such terms as Oak Lawn may in its sole discretion agree. In the event of sales of the Oak Lawn Reserved Share, Oak Lawn shall pay a share of Electricity Costs, Transmission Main Maintenance Costs and Pump Station Maintenance Costs for such share in the same percentage as set forth in the Exhibits for such costs as the Municipal Customer most nearly located geographically to such Oak Lawn Reserved Share Customer. As to all other Aggregate

Costs attributable to sale of the Chicago Water to an Oak Lawn Reserved Share Customer, except Capital Costs and Charges, Oak Lawn shall be deemed to have taken delivery of such Chicago Water.

(3) Except as otherwise provided in Section 21.A(2), Oak Lawn may enter into agreements or contracts with other Future Water Customers only upon Corporate Consent Obtained of Municipal Customers other than Oak Lawn having not less than 80% of the 2030 Allocations of all the Municipal Customers other than Oak Lawn.

B. To Pay Special Connection Fee for Capital Costs and Charges. On or prior to January 31, 2024, each Southeast System Customer shall pay (or deposit into escrow) the Special Connection Fee. The Special Connection Fee shall be calculated as follows: the Buy In Base multiplied by a fraction, the numerator of which is the Projected Proportionate Share, and the denominator of which is the sum of the Proportionate Shares of the Municipal Customers who are obligated to pay Proportionate Shares and Future Water Customers who have participated in the payment of Capital Costs and Charges for the full Fiscal Year preceding the Connection Fee Date (collectively, “*Participating Customers*”). This formula is further expressed as follows:

$\frac{\text{Projected Proportionate Share}}{\text{Proportionate Shares of the Participating Customers for a period preceding the Connection Fee Date during which all Customers paid Capital Costs and Charges}}$	X	Buy In Base	=	Special Connection Fee
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An example of the Special Connection Fee computation is shown in *Exhibit “M”*, which example shall be non-binding and for illustrative purposes only.

Such Special Connection Fee shall be paid to all Participating Customers on a proportionate basis based upon the following formula:

Special Connection Fee	X	$\frac{\text{Participating Customer's Proportionate Share for a period preceding the Connection Fee Date during which all such Customers paid Capital Costs and Charges}}{\text{The total Proportionate Shares of all Participating Customers for a period preceding the Connection Fee Date during which all such Customers paid Capital Costs and Charges}}$	=	Participating Customer's share of the Special Connection Fee
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C. To Pay Proportionate Shares. Oak Lawn shall require each Southeast System Customer to pay its Proportionate Share (as calculated below) of Capital Costs and Charges on a take or pay basis as is provided herein, having the effect of reducing the Proportionate Shares of

Participating Customers, and, accordingly, the Proportionate Shares of Participating Customers will be adjusted to Alternative 2 as stated in *Exhibit "E"* or calculated pursuant to *Exhibit "E.1"* or as otherwise provided in this Agreement.

D. To Pay Old Bonds Special Connection Fee. Unless Oak Lawn receives Corporate Consent Obtained of all Municipal Customers other than Oak Lawn who have made payments of principal and interest on the Old Bonds, Oak Lawn agrees to charge any Future Water Customers other than an Oak Lawn Reserved Share Customer, who propose to utilize any portion of the improvements paid for by any portion of the Old Bonds not less than the amount of the Old Bonds Special Connection Fee or Oak Lawn may elect to pay said Old Bonds Special Connection Fee itself. On or prior to January 31, 2024, each Southeast System Customer shall pay (or deposit into escrow) the Old Bonds Special Connection Fee.

Section 22. Special Connection Fee Payments to Oak Lawn Retail Water System and Certain Municipal Customers. Subject to the terms of any proceeding, ordinance or resolution or related document such as an indenture of Oak Lawn relating to issuance of Bonds as to payments being made subordinate to other prior claims on Regional System Revenues (such as being payable from surplus or a surplus account or from generally available revenues after prior account requirements shall have been met), each of the Oak Lawn Retail Water System and certain of the Municipal Customers shall be entitled to receive the payments from the Oak Lawn Regional Water System of the Special Connection Fee in the relative amounts provided for same in Section 21.

Section 23. Indemnity/Insurance.

A. Municipal Customer Indemnity. Each Municipal Customer, to the fullest extent permitted by law, agrees to save, keep and hold Oak Lawn harmless from any and all damages of every kind, nature and description, including attorney's fees, which Oak Lawn may suffer as a result of that Municipal Customer's operation or use of that Municipal Customer Water System provided for herein and for any of that Municipal Customer's breaches of this Agreement.

B. Oak Lawn Indemnity. Oak Lawn, to the fullest extent permitted by law, agrees to save, keep and hold Municipal Customers harmless from any and all damages of every kind, nature and description, including attorney's fees, which Municipal Customer may suffer as a result of Oak Lawn's operation or use of the Oak Lawn Regional Water System provided for herein and for any of Oak Lawn's breaches of this Agreement.

C. Insurance. Each Municipal Customer with respect to its Water System and Oak Lawn with respect to the Oak Lawn Regional Water System shall insure or self-insure such systems against physical damages or losses, tort claims, unemployment insurance claims, and other losses commonly covered by insurance in such manner as is commonly provided in the industry for similar water system operations. All such insurance or self-insurance programs shall be in accordance with recommendations made not less often than every five (5) years by an independent insurance consultant who, in the case of self-insurance, shall provide recommended levels of reserves. Upon request, the Parties agree to supply each other copies of the current insurance recommendations and the status of insurance procured and reserves maintained in response thereto.

Any insurance provided pursuant to this Agreement shall not limit the indemnity obligations of the Parties under this Agreement.

D. Notice of Claims. In the event of a potential claim under the indemnity obligations of this Agreement or under the insurance required by this Agreement, the Party making such a claim shall promptly notify the Party against which such a claim is directed of the nature of the claim, the extent of the claim, and such other information as to reasonably inform the other Party of the claim.

Section 24. Compliance with All Applicable Rules and Regulations. No Municipal Customer shall contaminate Chicago Water supplied by the Oak Lawn Regional Water System during delivery of such water through the Municipal Customer Water System. Oak Lawn reserves the right, based upon reasonable cause and following reasonable notice, given the circumstances, to make inspections of and perform tests with respect to those facilities within a Municipal Customer Water System which may affect the quality of Chicago Water supplied to the Municipal Customer through the Oak Lawn Regional Water System.

Section 25. Consequential Damages. In no event shall Oak Lawn be liable to any Municipal Customer for any special or consequential damages, including, but not limited to, loss of income, loss of revenue, loss of profits, loss of use, loss of capital, rental expenses, financing, reputation, overhead expenses, or interest, whether based on contract, tort, negligence, strict liability, or otherwise and arising from any cause whatsoever by performance under this Agreement or breach of this Agreement.

Section 26. Approvals and Consents; Corporate Consent Obtained; Executive Consent Obtained.

A. In General. Except as otherwise expressly provided or modified in this Agreement, any action subject to approval or consent or denial by the Municipal Customers shall be either by Corporate Consent Obtained or Executive Consent Obtained. Except as otherwise expressly provided or modified in this Agreement, consent means the approval or consent of the Municipal Customers having 51% or more of the 2030 Allocations of all Municipal Customers who are Parties to this Agreement, Parties to the Southwest System Customer Agreement, Parties to the New Southeast Customer Agreement and Future Water Customers that have entered into Conforming Agreements that are in full force and effect.

B. Corporate Consent Obtained. Corporate Consent Obtained is consent by the corporate authorities of the Municipal Customers. Such consent or denial of consent may be provided, and shall be conclusively evidenced by, a copy, certified by a Party's acting or deputy or assistant Municipal Clerk and under such municipality's seal, of such proceedings, ordinances, resolutions or other records purporting to provide such consent or denial of consent. Consent or denial of consent must be received within sixty-five (65) days after the receipt of notice giving rise to the power of consent or denial of consent. If no consent or denial of consent is received from a given Municipal Customer within the time provided in the foregoing sentence (or other express provision relating to time of consent or denial), then such Municipal Customer shall be conclusively deemed to have provided the required written consent.

C. *Executive Consent Obtained.* Executive Consent Obtained is consent by the Municipal Manager or by the designee(s) of such Municipal Manager; *provided however*, if and only if the Municipal Manager and the designee(s) of the Municipal Manager are unavailable, the Mayor or President of the Municipal Customer may provide consent (the person so acting on any matter for a Municipal Customer being referred to herein as its “*Authorized Representative*”). Each Municipal Customer shall provide Oak Lawn up-to-date name and contact information, including official, mobile, and home telephone numbers and official email addresses for each Municipal Manager and Mayor or President. Unless otherwise provided, the notice provisions as set forth in Section 34 herein shall apply.

Unless otherwise provided, consent or denial of consent must be received within thirty (30) days after the receipt of notice giving rise to the power of consent or denial of consent. If no consent or denial of consent is received from a given Authorized Representative within the time provided herein (or other express provision relating to time of consent or denial), then such Municipal Customer shall be conclusively deemed to have provided the required written consent.

Section 27. Force Majeure. In case by reason of *force majeure* any Party to this Agreement shall be rendered unable wholly or in part to carry out any obligation under this Agreement, then if such Party shall give notice and full particulars of such *force majeure* in writing to the other Parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such *force majeure*, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The settlement of strikes and lockouts (as described in the definition of *force majeure*) shall be entirely within the discretion of the Party having the difficulty and that the above requirement that any *force majeure* shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party or Parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty. No *force majeure* which renders any of the Parties unable to perform under this Agreement shall relieve a Party of its obligation to make the payments which constitute take or pay agreed-upon payments as set forth above in the payment terms in Sections 2 and 15.

Section 28. Enforcement.

A. *Oak Lawn to Enforce.* Oak Lawn will at all times take all reasonable measures permitted by law to collect and enforce payment of all payments, charges and adjustments provided for in this Agreement.

B. *May Pursue Any Remedies.* Every obligation assumed by or imposed upon Municipal Customers by this Agreement shall be enforceable by Oak Lawn by appropriate action or proceeding, and Oak Lawn may have and pursue any and all remedies provided by law for the enforcement of such obligation.

C. *Failure by Oak Lawn.* Failure on the part of Oak Lawn in any instance or under any circumstance to observe or fully perform any obligation assumed by or imposed upon it by this Agreement except its willful failure to supply Chicago Water hereunder without just cause, shall

not relieve any Municipal Customer from making any payment to Oak Lawn or fully performing any other obligation required of it under this Agreement. Municipal Customers have and may pursue any and all other remedies provided by law for compelling performance by Oak Lawn of said obligation assumed by or imposed upon Oak Lawn.

D. Pursuit of Legal Remedies. In the event any payment due hereunder is not paid by Municipal Customer, Oak Lawn may pursue any and all legal options available to it under this Agreement and the laws of the State of Illinois.

Section 29. Default.

A. Oak Lawn May Immediately Terminate. Oak Lawn may, by written notice to a given Municipal Customer, immediately terminate this Agreement solely with respect to such Municipal Customer if:

- (1) That Municipal Customer admits in writing an inability to pay its obligations under this Agreement as they become due;
- (2) That Municipal Customer persistently fails to perform any of its payment obligations under this Agreement;
- (3) That Municipal Customer abandons operation of its Municipal Customer Water System; or
- (4) The Chicago-Oak Lawn Agreement is terminated.

B. Oak Lawn May Terminate After Notice and Opportunity to Cure. Subject to and upon completion of the dispute resolution provisions contained in Section 30, for all other defaults that do not allow for immediate termination pursuant to Section 29.A, if a Municipal Customer shall fail, after thirty (30) days written notice of the Municipal Customer's default of any term of this Agreement, to cure, or undertake reasonable efforts to cure the default within ninety (90) days of the written notice if such cure cannot reasonably be completed within thirty (30) days, Oak Lawn may terminate this Agreement solely with respect to such Municipal Customer by providing written notice of termination to the Municipal Customer with a copy to the other North System Customers. Such termination shall be effective upon Oak Lawn's sending of the written notice of termination.

C. Certain Effects of Termination. In the event of any termination, the Proportionate Shares as shown in *Exhibit "E"* or described in *Exhibit "E.1"* shall be recomputed among the remaining Municipal Customers using the Cost Methodology; and the Allocation of Electricity Costs as shown in *Exhibit "F"*, Allocation of Pump Station Maintenance Costs as shown in *Exhibit "G"*, and Allocation of Transmission Main Maintenance Costs as shown in *Exhibit "H"* shall be recomputed among the remaining Municipal Customers based on the methods for each such cost in the respective exhibits. In the event that Oak Lawn shall terminate with respect to Tinley Park, all rights of Mokena and New Lenox under the Southwest System Customer Agreement shall remain unaffected.

D. Municipal Customers May Not Terminate. Except as otherwise provided in Section 41 of this Agreement, Municipal Customers shall have no right to terminate, cancel or rescind this Agreement, nor any right to withhold from Oak Lawn payments due or to become due under this Agreement, nor any right to recover from Oak Lawn amounts previously paid under this Agreement (unless paid in error or contrary to the provisions of this Agreement or law), nor any right of reduction or set-off against the amounts due or to become due under this Agreement to Oak Lawn, nor any lien on any amounts in any fund established by Oak Lawn for any reason or on account of the existence or occurrence of any event, condition or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by the Municipal Customers or Oak Lawn or any other person; including by way of illustration and not limitation, by reason of the fact that the Oak Lawn Regional Water System in whole or in part is not completed, operable or operating; the output of the Oak Lawn Regional Water System in whole or in part is suspended, interrupted, interfered with, reduced or curtailed; either party to the Chicago-Oak Lawn Agreement, including Chicago, does not perform in whole or in part thereunder; any of the Municipal Customers' allocations of Chicago Water received from the IDNR is modified or terminated or any Municipal Customer or Future Water Customer does not perform in whole or in part under any agreement with Oak Lawn; it being the intent hereof that each Municipal Customer shall be absolutely and unconditionally obligated to make all payments under this Agreement, such obligations to survive termination of this Agreement. Oak Lawn will issue its Bonds in specific reliance upon the limitations set forth in this Section with respect to the rights of the Municipal Customers.

Section 30. Dispute Resolution.

A. Negotiation. The Parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. If any Party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a Party's failure to comply with this Agreement, then that Party may serve on the other Party written notice, delivered as provided in Section 34, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Parties then, within seven (7) days, shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein.

B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section, Oak Lawn and the Municipal Customers shall continue to fulfill the terms of this Agreement to the fullest extent possible. Oak Lawn shall continue to provide Chicago Water to the Municipal Customers as provided by this Agreement. The Municipal Customers shall continue to make all payments to Oak Lawn for Chicago Water as provided by this Agreement, including all payments about which the Municipal Customers have or may have a dispute.

C. Remedies. Provided that the Parties have met their obligations under Section 30.A, the Parties shall be entitled to pursue such remedies as may be available in law and equity. The requirements of Subsection A of this Section 30 shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

Section 31. Substitution of More Favorable Provisions.

A. *Copy Provided.* Oak Lawn must provide, within seven (7) days after a request from the North System Customers, a copy of any water sale, purchase or service agreement between Oak Lawn and any other Municipal Customer or Future Water Customer.

B. *Customer Determination.* If the North System Customers learn of an Other Agreement that has a Favorable Provision, then the North System Customers may each adopt an ordinance adding to this Agreement any such Favorable Provision from the Other Agreement and deleting from this Agreement the provisions, if any, for which any Favorable Provision has been substituted. Each Favorable Provision adopted by the North System Customers must be substantially identical to the provision in the Other Agreement, and Oak Lawn must accept the Favorable Provision as a term of this Agreement, subject to the procedures set forth below. The North System Customers acknowledge and agree that neither the Southwest System Customer Agreement nor the New Southeast Customer Agreement contains no such Favorable Provision.

C. *Notice to Oak Lawn.* Any North System Customer adopting such an ordinance pursuant to this Section shall provide written notice to Oak Lawn of such action within thirty (30) days after such ordinance becomes effective. Such notice shall be delivered as provided in Section 34 and shall include a copy of the ordinance.

D. *Disputes.* If Oak Lawn disagrees with the action(s) taken pursuant to an ordinance adopted by a North System Customer pursuant to this Section, such disagreement shall be initially subject to the process set forth in Section 30.

E. *Mediation.* If the Parties are unable to resolve their disagreement under this Section 31 through the dispute resolution process in Section 30, the Parties agree to attempt to resolve any such disagreement under this Section 31 by mediation, which shall be conducted pursuant to any applicable Illinois law and the then current procedures of, and using a mediator from, ADR Systems or, if ADR Systems is unable to handle the mediation, the Association of Attorney-Mediators (Illinois Chapter), or any other procedure and mediator upon which the Parties may agree.

(1) The Parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation.

(2) Either Oak Lawn or the North System Customers may commence the mediation process by providing to the other Parties written notice, setting forth the bases for the disagreement and the result requested. Within ten (10) days after the receipt of the foregoing notice, the other Parties shall deliver a written response to the initiating Party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The Parties agree to share the costs and expenses of the mediation with one-half paid by Oak Lawn and one-half paid by the North System Customers (which shall not include the expenses incurred by each Party for its own legal representation in connection with the mediation).

(3) The Parties further acknowledge and agree that mediation proceedings are settlement negotiations and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties or their agents shall be confidential and inadmissible in any other legal proceeding involving the Parties; *provided, however*, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(4) At no time prior to the initial meeting shall any Party initiate any litigation relating to the disagreement under this Section 31. However, this limitation is inapplicable to a Party if another Party refuses to comply with the requirements of paragraphs (1) and (2) above.

(5) All applicable statutes of limitation and defenses based on the passage of time shall be tolled while the procedures specified in paragraphs (1) and (2) above are pending and for fifteen (15) days thereafter. The Parties will take such action, if any, required to effectuate such tolling.

F. *Further Remedies.* If the Parties are unable to resolve their disagreement pursuant to mediation as set forth above, then any Party may pursue any remedy at law or in equity as may be available to it.

Section 32. Records. Except as otherwise prohibited by law, or as otherwise excluded by other sections of this Agreement, the North System Customers shall have reasonable access to records pertaining to the Oak Lawn Regional Water System and to those records pertaining to Oak Lawn's compliance with its obligations under this Agreement, and for the purposes of inspection by any authorized representatives of the North System Customers, including the Working Groups, during regular business hours, upon reasonable notice, to the same extent as such records are available for inspection by any authorized representatives of Oak Lawn.

Section 33. Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of the other Parties; *provided, however*, because this Agreement is made with particular reference to the holders or prospective holders of the Bonds for the purpose of assuring and protecting the interests of such holders, Oak Lawn may at any time assign or pledge for the benefit and security of the holders of the Bonds all of its rights under the provisions of this Agreement to receive payments from Municipal Customers. This Agreement shall be binding upon the Parties, and their respective successors, assigns, heirs and legal representatives, subject, however, to the provisions hereof limiting assignment.

Section 34. Notices. All notices or communications provided for herein shall be in writing and shall be delivered to Municipal Customer or Oak Lawn either (i) in person or, (ii) by a reputable overnight courier, (iii) by United States mail "via, certified mail, return receipt requested", postage prepaid, addressed:

to Municipal Customers as follows:

Chicago Ridge

Village President
Village of Chicago Ridge
10455 South Ridgeland Avenue
Chicago Ridge, Illinois 60415

Palos Park

Village Manager
Village of Palos Park
8999 West 123rd Street
Palos Park, Illinois 60464

Palos Hills

City Mayor
City of Palos Hills
10335 Roberts Road
Palos Hills, Illinois 60465

to Oak Lawn as follows:

Village Manager
Village of Oak Lawn
9446 South Raymond Drive
Oak Lawn, Illinois 60453

Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 34, each Party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Section 35. Section and other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 36. Construction. This Agreement is the end result of the combined effort of the Parties and has been jointly negotiated, drafted and reviewed by each Party and its respective attorneys. No one Party shall be deemed to have drafted this Agreement and no ambiguity in this Agreement shall be interpreted or construed against any Party.

Section 37. Superseder; Amendment; Waiver.

A. Exhibits. All Exhibits attached hereto are incorporated into and made a part of this Agreement.

B. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire Agreement between Oak Lawn and the North System Customers for the purchase and sale of Chicago Water, and the intergovernmental agreements between or among some or all of the Parties to this Agreement including but not limited to those that are listed in *Exhibit "N"* to this Agreement are hereby superseded and shall be of no further force and effect. Contracts or Agreements to which Oak Lawn is not a party are neither superseded nor affected by this Agreement.

C. Amendments and Waivers. No addition, deletion, revision, alteration, change, modification or waiver of any term or condition of this Agreement shall be binding on any Party unless made in writing and signed by the Parties. The failure by a Party to enforce any provision of this Agreement or to require performance by the other Parties will not be construed to be a waiver, or in any way affect the right of any Party to enforce such provision thereafter.

D. Limitations on Modifications. No such change or modification may materially impair or adversely affect the ability or obligation of any Municipal Customer to make payments to Oak Lawn at the times, in the amounts, and with the priority required in order for Oak Lawn to timely meet Oak Lawn's obligations under this Agreement, the Chicago-Oak Lawn Agreement, other Oak Lawn water purchase or sale contracts and the Bonds, including without limitation the making of all deposits in various funds and accounts created under the proceedings, resolution or any ordinance authorizing the Bonds or any related document such as an indenture; or materially impair or adversely affect the ability of the holders of the Bonds, to enforce the terms of this Agreement. No such change or modification which will affect the rights and interest of the holders of the Bonds shall be made without the written approval of an authorized representative of the holders of at least seventy percent (70%) of the outstanding Bonds and no such change or modification shall be effective which would cause a violation of any provisions of the resolution or any ordinance authorizing the Bonds of Oak Lawn.

Section 38. Severability. Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

Section 39. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws.

Section 40. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be executed by Oak Lawn and the other Parties and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Section 41. Effective Date and Term of Agreement.

A. Effective Date. This Agreement shall be in full force and effect and shall become binding upon the Parties if on or before December 31, 2014, (1) each of Southwest System Customers submits to Oak Lawn an original signed copy of the Southwest System Customer Agreement, as an offer, and Oak Lawn countersigns such Southwest System Customer Agreement as acceptance and delivers a duplicate original to all parties thereto, and (2) each of Chicago Ridge, Palos Hills, and Palos Park submits to Oak Lawn an original signed copy of this Agreement, as an offer, and Oak Lawn countersigns such Agreement as acceptance and delivers a duplicate original to each Party. Provided all such conditions have been met, the Effective Date of this Agreement shall be the first day of the month next following the completion of the actions set forth in clauses (1) and (2) above.

The Third Amendment of this Agreement shall be in full force and effect and shall become binding upon the Parties if, on or before January 31, 2024, (1) each Municipal Customer submits to Oak Lawn an original signed copy of their respective [Amended] Water Sale, Purchase and Service Agreement and Oak Lawn countersigns such Agreement and (2) each Southeast System Customer has paid (or deposited in escrow) the Special Connection Fee and the Old Bonds Special Connection Fee. Provided all such conditions have been met, the Effective Date of the Third Amendment of this Agreement shall be January 1, 2024.

The Parties hereto further agree to provide a sufficient number of duplicate originals of this Agreement so as to provide one such duplicate original to each Party. Oak Lawn agrees to supply certified copies of the Southwest System Customer Agreement and the New Southeast Customer Agreement to the Parties hereto promptly after execution.

B. Term. From and after the Effective Date, this Agreement shall remain in full force and effect for forty (40) years, up to and including August 1, 2054.

C. Termination and Renewal. This Agreement may be terminated pursuant to one of the following procedures: (1) by written amendment to this Agreement duly authorized by the appropriate legislative action of all of the Parties; (2) written notice pursuant to Subsection D of this Section; or (3) by written notice served by the Party desiring to terminate this Agreement at the end of the Term stated above, specifically stating that the Party sending the notice intends that the Agreement will terminate without renewal, such notice to be effective only if served upon the other Party not more than thirty-six (36) months and not less than thirty (30) months prior to the expiration of the Term. In the event that either Oak Lawn or one or more of the North System Customers provides written notice pursuant to the notice provision of clause (2) of this Section 41.C, each Party to this Agreement agrees to appoint, delegate and authorize its Chief Administrative Officer to meet and confer with the appointed, delegated and authorized Chief Administrative Officers of the other Parties promptly thereafter to discuss the reasons for the termination notice and whether there are circumstances under which the Parties might mutually agree to renewal and continue their cooperative relationship under this Agreement. If a Party does not have a Chief Administrative Office in place, then the Mayor or Village President shall participate in this meeting process. The Parties agree to use their best efforts and to work in good faith through this meeting process to resolve all issues precipitating the notice of termination.

These efforts shall continue for a period of not less than twelve (12) months following the notice. The Parties also agree to commence negotiation of a renewal agreement not less than five (5) years before the expiration of the Term, and to engage in good faith negotiations to finalize any renewal terms.

If after the end of the Term, a Party does not renew its agreement with Oak Lawn, but still requires purchasing Chicago Water through the Oak Lawn Regional Water System, (1) said Party shall remain liable for its payment of Capital Costs and Charges for all Bonds issued while a Municipal Customer of the Oak Lawn Regional Water System, and (2) said Party shall pay a water rate, for each period following the expiration of this Agreement, equivalent to the wholesale water rate in effect for such period as adjusted from time to time, plus 30% of such wholesale water rate.

If a Party leaves the Oak Lawn Regional Water System, such Party shall pay all costs necessary and appropriate to completely disconnect from the System, including but not limited to all engineering and legal fees of the System to effectuate such disconnection.

D. Partial Termination Due to Failure of Oak Lawn to Construct 2013 Regional System Improvements. Notwithstanding the provisions of Section 29, the North System Customers may terminate this Agreement upon the occurrence of the following: (1) Oak Lawn has failed to issue any of the New Series Bonds for a period of three years after the original Effective Date of this Agreement; or (2) Oak Lawn has not awarded at least three (3) of eight (8) Bid Packages within three (3) years after the original Effective Date of this Agreement. If the North System Customers find that the above prerequisites exist, the North System Customers may give Oak Lawn notice within three years and three months after the original Effective Date of this Agreement that this Agreement will terminate on a designated date not more than three years after the date of such notice. This Agreement will terminate as of the date designated in such notice, unless otherwise mutually agreed by the Parties. Upon termination, those obligations to pay Capital Costs and Charges incurred prior to termination and any covenants related to the payments of Bonds and coverage requirements related thereto shall continue until said obligations have been paid.

IN WITNESS WHEREOF, Oak Lawn and North System Customers have caused their respective corporate seals to be hereunto affixed and attested and these presents to be signed by their respective officers.

NORTH SYSTEM CUSTOMERS:

VILLAGE OF CHICAGO RIDGE

By: _____
Its: President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2024

VILLAGE OF PALOS PARK

By: _____
Its: Mayor

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2024

CITY OF PALOS HILLS

By: _____
Its: Mayor

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2024

OAK LAWN:

VILLAGE OF OAK LAWN

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2024

EXHIBITS (A TO H) HERE

EXHIBIT I

REQUIRED MUNICIPAL CUSTOMER IMPROVEMENTS

The following Water System Improvements are to be made by the Identified Municipal Customers within one year after the original Effective Date of the Water Sale, Purchase and Service Agreement:

1. Orland Park - Remove the direct connection between the discharge header of the pumping units located at the Orland Park Pumping and Storage Complex and the 36-inch Chicago Water supply line from Oak Lawn just downstream of the Point of Delivery and immediately upstream of their weir structure air gap. An approved bypass system (for emergency use only) shall be considered to provide suitable provisions for backflow prevention, isolation, flow control, RWS remote control and monitoring, and standard operating procedure to prevent risk of contamination at the Point of Delivery. The closest isolation valve in the approved bypass system to the water supply shall be owned, monitored, and controlled by RWS during approved emergency use.
2. Palos Hills – Construct an approved backflow prevention device immediately downstream of the Point of Delivery.

Additionally, Tinley Park shall, within one year after the Effective Date of the Water Sale, Purchase and Service Agreement, investigate and raise (as necessary) the fill line serving the five (5) million-gallon CBI (steel) ground storage reservoir at the Tinley Park Storage and Pumping Complex such that the air gap requirements of the Agreement Section 14 are satisfied.

EXHIBIT J

CONTRACTS THAT NORTH SYSTEM CUSTOMERS HAVE WITH OTHERS TO SUPPLY WATER

-NONE-

EXHIBIT K

PAYMENTS DUE TO OAK LAWN FOR “OLD BONDS”

AND OLD BONDS SPECIAL CONNECTION FEE

I. OLD BONDS FOR 2001 AND 2006 IMPROVEMENTS.

A. *2001 Improvements.* In 2001, Oak Lawn designed and constructed a new fifty-four (54) inch diameter dedicated water transmission main from the City of Chicago’s Durkin Park Pumping Station at 85th Street and Keeler Avenue to Oak Lawn’s Reich Pumping Station at 91st Street and Southwest Highway (the “*2001 Improvements*”). To pay for the 2001 Improvements, Oak Lawn issued the General Obligation Corporate Purpose Bonds, Series 2001A (“*2001A Bonds*”). The 2001A Bonds have subsequently been refinanced by Oak Lawn through the issuance of its General Obligation Refunding Bonds, Series 2011A (“*2011A Bonds*”). The Southwest System Customers and Southeast System Customers have agreed to pay shares of the debt service for the costs of the 2001 Improvements.

B. *2006 Improvements.* In 2006, Oak Lawn designed and constructed the Harker Pump Station Piping Improvements and the Booster Pump Station Improvements (collectively, “*2006 Improvements*”). To pay for the 2006 Improvements, Oak Lawn issued the General Obligation Corporate Purpose Bonds, Series 2006 (“*2006 Bonds*”) and the Southwest System Customers and the Southeast System Customers have agreed to pay shares of the debt service for the costs of the 2006 Improvements.

C. *Prior Agreements.* Oak Lawn and the Southwest System Customers have previously entered into certain intergovernmental agreements for the payment of shares of the debt service on the 2001A Bonds and the 2006 Bonds, which the Parties agree will be replaced in full by the terms of this Exhibit K and the Agreement to which it is attached, as more particularly itemized in Exhibit N to the Agreement. In this Exhibit K, the Parties have agreed to conform the method of determining the relative shares of the Customers for both the 2001 and 2006 Improvements to be based on each Customer’s current year IDNR Lake Michigan water allocation.

D. *Old Bonds.* The 2001A Bonds, the 2011A Bonds and the 2006 Bonds are collectively referred to as the “*Old Bonds.*”

II. PAYMENTS BY SOUTHWEST SYSTEM CUSTOMERS AND SOUTHEAST SYSTEM CUSTOMERS.

A. *Obligation to Pay.* In addition to the other amounts due pursuant to Section 15 of the Agreement, the Parties recognize and agree that the Southwest System Customers, the Southeast System Customers and any other Old Bonds Participating Customers (as hereinafter defined) shall be solely responsible for the payment of all principal and interest costs, on a proportionate basis as described in this Exhibit K, associated with the 2001A Bonds/2011A Bonds issued for the 2001 Improvements and the 2006 Bonds issued for the 2006 Improvements and, in no event shall Oak

Lawn be responsible for any payments from its corporate or other funds for bond principal or interest repayment with respect to the 2001 and 2006 Improvements.

B. *Old Bonds Proportionate Share.* Each Southwest System Customer and Southeast System Customer shall pay its proportionate share of the annual debt service incurred by Oak Lawn related to the 2001 Improvements and the 2006 Improvements, including, but not limited to, all financing, construction and land acquisition costs (if any) and all engineering and legal fees associated therewith. Each Southwest System Customer's and Southeast System Customer's share for each of the 2001 Improvements and 2006 Improvements is to be determined based upon that Customer's current annual Lake Michigan water allocation from the IDNR in relation to the current annual water allocations of all other Municipal Customers utilizing the 2001 Improvements and/or 2006 Improvements who have agreed to pay for a share of either or both Improvements, as applicable (hereinafter referred to as its "*Old Bonds Proportionate Share*").

C. *Billing.* Oak Lawn shall invoice each Southwest System Customer and Southeast System Customer for its Old Bonds Proportionate Share of any such debt service payments no less than thirty (30) days prior to Oak Lawn's due date for depositing funds for making any such debt service payments. Each said Customer shall remit its payment for its Old Bonds Proportionate Share of such debt service payment on or before said due date, so that Oak Lawn has sufficient funds on hand to make the required debt service payment. Each said Customer's total annual payment for its Old Bonds Proportionate Share of debt service may be divided into two (2) or more partial payments by Oak Lawn so as to follow the payment schedule for Oak Lawn's debt service payments.

D. *Advance Payment.* Any Southwest System Customer or Southeast System Customer may prepay all or any portion of its indebtedness under this Exhibit K without penalty at any time. Any such full debt service prepayment would fulfill all of such Customer's obligations under this Exhibit K.

E. *Duration of Obligation to Pay.* It is anticipated that Oak Lawn will be financing the 2001 and 2006 Improvements by issuing debt instruments with a repayment schedule that does not exceed thirty (30) years for each group of Improvements. As such, each Southwest System Customer and Southeast System Customer agrees that it shall remain obligated under this Exhibit K for the payment of its Old Bonds Proportionate Share for the entire term of the debt instruments issued by Oak Lawn to finance each of the 2001 and 2006 Improvements. Said payment obligation of each Southwest System Customer and Southeast System Customer shall remain in full force and effect even if that Customer ceases to obtain Chicago Water through the Oak Lawn Regional Water System prior to the final payment for the debt service for each of the 2001 and 2006 Improvements by Oak Lawn. In the event that a Southwest System Customer or Southeast System Customer ceases to obtain Chicago Water through the Oak Lawn Regional Water System prior to the final payment for the debt service for each of the 2001 and 2006 Improvements by Oak Lawn, that Customer's Old Bonds Proportionate Share of said annual debt service shall, after that Customer ceases to obtain Chicago Water through the Oak Lawn Regional Water System, be calculated based on that Customer's water allocation during the twelve (12) months immediately preceding the cessation of that Customer's receipt of Chicago Water through the Oak Lawn Regional Water System.

III. REALLOCATION OF OLD BONDS PROPORTIONATE SHARES; OLD BONDS SPECIAL CONNECTION FEE.

A. *Reallocation with Southeast System Customers.* Upon the Effective Date of the Third Amendment to this Agreement, with the Southeast System Customers agreeing to pay their respective Old Bonds Proportionate Share, each Southwest System Customer's Old Bonds Proportionate Share payments thereafter shall be reduced accordingly (pro rata based upon each Southwest System Customer's current daily water allocation and the combined current daily water allocations of all Oak Lawn Municipal Customers participating in paying the debt service for each of the 2001 Improvements and the 2006 Improvements, including the Southeast System Customer).

B. *Reallocation with Future Water Customers.* In the event that Oak Lawn enters into an agreement for water sale, purchase or service with any Future Water Customer other than an Oak Lawn Reserved Share Customer after the Effective Date of this Agreement, Oak Lawn agrees that any such agreement with any such Future Water Customer that utilizes either the 2001 Improvements, the 2006 Improvements, or both, shall require the Future Water Customer to pay its Old Bonds Proportionate Share (based upon the Future Water Customer's then current daily water allocation) of the debt service incurred by Oak Lawn for 2001 Improvements, 2006 Improvements, or both, as utilized by the Future Water Customer, and that future payments of the Old Bonds Proportionate Share owed by each Southwest System Customer and each Southeast System Customer shall be reduced accordingly (pro rata based upon its current daily water allocation and the combined current daily water allocations of all Oak Lawn Municipal Customers participating in paying the debt service for each of the 2001 Improvements and the 2006 Improvements, including the Future Water Customer).

C. *Calculation of Old Bonds Special Connection Fee.* The Old Bonds Special Connection Fee shall be calculated as follows: the Buy In Base for Old Bonds multiplied by a fraction, the numerator of which is the annual allocation of Chicago Water by IDNR to the Southeast System Customer or other Future Water Customer as of the Connection Fee Date, and the denominator of which is the sum of the total annual allocations by IDNR to those Municipal Customers as of the Connection Fee Date who are obligated to pay on each series of the Old Bonds pursuant to this Exhibit for the 2001 Improvements, the 2006 Improvements, or both, as are to be utilized by the proposed Customer (collectively, "*Old Bonds Participating Customers*"), plus the amount contained in the numerator for the Chicago Water allocation to the proposed Customer. This formula is further expressed as follows and shall be applied to each series of the Old Bonds:

IDNR water allocation to the Southeast System Customer or Future Water Customer as of the Connection Fee Date <hr style="width: 80%; margin-left: 0;"/> – IDNR annual water allocations to the Old Bonds Participating Customers as of the Connection Fee Date plus the amount included in the numerator	X	Buy In Base for Old Bonds	=	Old Bonds Special Connection Fee
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Such Old Bonds Special Connection Fee shall be paid to all Old Bonds Participating Customers on a proportionate basis based upon the following formula:

Old Bonds Special Connection Fee	X	Old Bonds Participating Customer’s Chicago Water annual allocation from IDNR as of the Connection Fee Date <hr style="width: 80%; margin-left: 0;"/> The total Chicago Water annual allocation of all Old Bonds Participating Customers as of the Connection Fee Date	=	Old Bonds Participating Customer’s share of the Special Connection Fee
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IV. INDEMNIFICATION.

For and in consideration of the obligations assumed by Oak Lawn under this Exhibit K and related provisions of the Agreement pertaining to the Old Bonds, each Southwest System Customer and Southeast System Customer shall release, defend, indemnify and hold Oak Lawn, its officers, agents and employees (the “Oak Lawn Indemnified Parties”) harmless from any and all claims, demands, lawsuits, damages, judgments or costs, including reasonable attorney’s fees (collectively referred to as “Claims”) of whatsoever nature occurring, arising from or related to any challenge to the legality of this Exhibit K and related provisions of the Agreement pertaining to the Old Bonds, by an individual and/or entity not a party to the Agreement. However, in the event Oak Lawn exercises this indemnification provision, each Southwest System Customer and Southeast System Customer shall retain the right to appoint counsel of its choosing to defend against any such challenge and shall retain the right to settle or compromise any such claim with or without the consent of Oak Lawn. In addition, this indemnification obligation shall be borne by all the Participating Municipalities in their applicable Old Bonds Proportionate Shares. Without limiting the generality of the foregoing indemnity, and by way of example only, each Southwest System Customer and Southeast System Customer shall release, defend, indemnify and hold the Oak Lawn Indemnified Parties harmless from any Claims by Municipal Customers or Future Water Customers with respect to their ability to utilize the 2001 or 2006 Improvements as a consequence of this Exhibit K or any payments associated therewith which may be required under this Exhibit K and the Agreement. In addition, each Southwest System Customer and Southeast System Customer shall remain legally responsible for the payment of its Old Bonds Proportionate

Share of the bond and interest payment irrespective of any Claims or the outcome of any legal proceedings regarding such Claims.

EXHIBITS (L TO M) HERE

EXHIBIT N

SUPERSEDED INTERGOVERNMENTAL AGREEMENTS

- None -

EXHIBIT O

FINANCING PLAN AND PARAMETERS OAK LAWN REGIONAL WATER SYSTEM “NEW SERIES BONDS” FOR THE “2013 REGIONAL SYSTEM IMPROVEMENTS”

I. INTRODUCTION.

This Financing Plan and Parameters (the or this “*FPP*”) is set forth as Exhibit O to that certain “Regional Water System Water Sale, Purchase and Service Agreement Between the Village of Oak Lawn, Illinois and Certain of Its Municipal Customers” (the “*Agreement*”). The defined terms of the Agreement are incorporated by reference, unless otherwise defined expressly in this Exhibit O or unless the context or use of a term clearly indicates another meaning is intended. This FPP is pursuant to Section 4.B of the Agreement and relates to the New Series Bonds and Bonds issued at any time in the future to refund New Series Bonds.

II. SOURCE OF FUNDS AND LIEN PRIORITIES; PREFERENCES FOR IEPA LOANS.

The Bonds shall be payable from the “*Net Revenues*” (Regional System Revenues less Operation and Maintenance Costs). The Bonds may be in various lien positions, commonly referred to as first lien, second lien, third lien, and so on. It is anticipated that a portion of the Bonds will be issued to the IEPA pursuant to its 20-year loan program for water projects (such portion will be referred to interchangeably with Bonds as the “*IEPA Loans*”).

IEPA Loans shall be Bonds in a third lien position on Net Revenues. Oak Lawn shall procure the maximum amount of IEPA Loans made available to it to finance the Project. In stating this preference, the Parties to the Agreement acknowledge that they are familiar with the IEPA water project loan program regulations, which in general provide funding for certain Project costs and defer loan repayment for a period of time, adding the deferred interest to principal at the time the loan begins to amortize, and such amortization occurring in level stated amounts of principal and interest semi-annually for 20 years. It is possible that during the course of acquiring and constructing the 2013 Regional System Improvements (herein also the “*Project*”) the IEPA may offer a 30-year loan program. Oak Lawn will seek to issue Bonds for 30-year IEPA Loans only after Executive Consent [is] Obtained as provided in the Agreement.

One series of IEPA Loans has already been procured by Oak Lawn, utilizing its own credit on an interim basis. This is an IEPA Loan approved for \$15,000,000 (estimated to be drawn in the amount of approximately \$12,700,000), more or less, to provide for improvements at the Harker Pumping Station. This FPP permits allocation of that IEPA Loan to a Bond (*i.e.* payable from the Net Revenues). This FPP permits Oak Lawn to have allocated to it, to the fullest extent possible, the debt service payments on this IEPA Loan as its share of Capital Costs and Charges. This provision entitles Oak Lawn to the (low) interest rate obtained on such IEPA Loan.

For Bonds which must be issued which are not IEPA Loans, this FPP permits the issuance of Senior Lien Bonds with a goal of achieving a rating in the second highest rating category by one or more appropriate rating agencies (such as Moody's or S&P) which ratings are now commonly known as "AA" or "Aa." The Parties acknowledge that such ratings typically require financial covenants, such as Net Revenues coverage of debt service on such Bonds.

III. MAXIMUM PRINCIPAL AMOUNTS.

A. The maximum principal amount of Bonds issued to pay the costs of acquiring and constructing the Project, including the costs of all lands and rights in land and water, and other necessary or advisable capital expenditures related thereto, and all costs of engineering related to the Project, shall not exceed such principal amount as will produce not in excess of \$315,000,000 of proceeds.

B. To said principal amount may be added amounts as follows:

1. Costs of issuance of the New Series Bonds (which includes the costs of all Parties to the Agreement of negotiating the Agreement) including legal, financial advisory, and engineering costs of such negotiations, bank fees and underwriting fees and similar costs, costs of credit enhancement such as bond insurance, line of credit or letter of credit fees, and the like, and typical closing costs for Bonds and original issue discount.

2. Bond reserve amounts not to exceed ten percent (10%) of the face ("*par*") amount of the New Series Bonds.

3. For any series of refunding Bonds, such additional principal amounts as may be necessary to accomplish such refunding (*i.e.* pay the designated debt service [principal and interest and redemption costs, if any] of such prior series of Bonds) including costs of issuance of such refunding Bonds, in each instance limited to two percent (2%) of par plus any bank fees or credit enhancement fees related to such refunding Bonds.

4. Capitalized interest on any Bonds for a maximum term of five years.

C. The maximum principal amount of Bonds of all series, including any series of refunding Bonds, which may be outstanding at any one time shall not exceed \$327,000,000.

IV. MINIMUM PURCHASE PRICE AND COMPENSATION TO BANKS AND UNDERWRITERS.

Bonds shall be sold at not less than 98% of par, exclusive of any original issue discount. Compensation paid to any bank or financial institution acquiring Bonds in a negotiated purchase shall not exceed 1% of par. Compensation to any underwriters of Bonds shall not exceed 2% of par.

V. RATES OF INTEREST ON BONDS.

No Bond shall bear a rate of interest or have a yield greater than permitted to a non-home rule governmental unit in Illinois as currently provided in the “Bond Authorization Act” of the State, as supplemented or amended. Oak Lawn will retain an independent municipal advisor for all Bonds except those which are IEPA Loans. Oak Lawn will obtain from such municipal advisor an opinion on each series of Bonds except IEPA Loans that the interest rates payable and the other financial terms of such Bonds are fair and reasonable in view of the structure of such Bond issue and then current conditions in the relevant market for such Bonds.

Bonds may utilize interest rate swaps upon the terms set forth in the Bond Authorization Act.

VI. MAXIMUM ANNUAL DEBT SERVICE.

Planned maximum annual debt service shall not exceed \$24,000,000. However, Bonds may become due resulting in greater debt service than that amount with the intention of refunding such Bonds (such obligations may have what is referred to as “bullet” maturities).

VII. TERM TO MATURITY; ANNUAL DEBT SERVICE; CERTAIN BOND CONSIDERATIONS.

As noted above, the Parties acknowledge the terms upon which the IEPA Loans will be repaid.

For other Bonds, planned principal authorization, to the extent commercially reasonable, will be deferred so as to begin to amortize at the final maturity of an IEPA Loan and end prior to expiration of the current term of the Agreement.

VIII. REVOLVING LINE OF CREDIT BONDS

At any time prior to the completion of the Project, Bonds may be issued in the form of a revolving line of credit (“*L/C Bonds*”) having a variable rate of interest within the maximum rate of interest set forth above. The maximum amount of such LC Bonds is \$35,000,000. If the L/C Bonds are outstanding upon completion of the Project, Oak Lawn will begin a financing effort to refund such L/C Bonds with long-term Bonds. Or, at such time, the term or maturity of the L/C Bonds may be extended to a further date if in the judgment of Oak Lawn such extension is advantageous but only after Executive Consent [is] Obtained as provided in the Agreement.

EXHIBIT P

STATEMENT OF MUTUAL COOPERATION PROCESS

For purposes of this Exhibit, all definitions as given in the Agreement of which this Exhibit is a part are incorporated by reference.

A. It is the intention of the Parties to this Agreement to create a long-term arrangement that is able to change and evolve over coming years to meet the changing demographics and needs of Oak Lawn and the North System Customers.

B. Both Oak Lawn and the North System Customers embrace the concept of establishing a framework for a long-term intergovernmental cooperative relationship for the reliable and cost-effective delivery of Chicago Water from Chicago to the North System Customers through the Oak Lawn Regional Water System. To meet this objective, Oak Lawn and the North System Customers agree to work together to investigate possible means of furthering the improvement and operation of the Oak Lawn Regional Water System to provide the North System Customers with a long-term, reliable supply of Chicago Water. Oak Lawn and the North System Customers agree that they will, from time to time, investigate alternative capital improvements and financing methods, as well as alternative operations and maintenance procedures, for the Oak Lawn Regional Water System, with the overall objective of enhancing the public health, safety and welfare of those to whom the North System Customers provide Chicago Water.

C. Both Oak Lawn and the North System Customers recognize that an essential element of this cooperative relationship is to ensure a reliable water delivery system for the provision of Chicago Water at a reasonable cost, and they jointly will seek out and develop mutually beneficial opportunities. As part of this effort, this Agreement establishes a regular method of budget development and review for the Oak Lawn Regional Water System, on Oak Lawn's annual budget cycle, and a process to evaluate budgeted items and anticipated costs.

D. Oak Lawn recognizes that the North System Customers are a substantial contributor to the total Operation and Maintenance Costs of, and to the Capital Costs and Charges for, the Oak Lawn Regional Water System in the provision of Chicago Water to the North System Customers, and that the North System Customers desire meaningful input in various aspects of the Oak Lawn Regional Water System. Oak Lawn intends to share these enhanced input opportunities with the North System Customers.

E. This Agreement will establish a variety of mechanisms for enhanced contact and communication between Oak Lawn and the North System Customers on topics relevant to this Agreement including, among other things, water supply and reliability, Operation and Maintenance Costs and Capital Costs and Charges for the Oak Lawn Regional Water System, and the future effective and beneficial functioning of the Oak Lawn Regional Water System and the relationship between the Parties.

F. The mutually cooperative efforts set forth in this Exhibit will occur mainly through Working Groups as described in Sections I.B and I.D of this Exhibit and management level

communications as described in the following sections. The North System Customers acknowledge that providing review, feedback, recommendations and input to Oak Lawn, and Oak Lawn's acceptance of such, shall not supersede Oak Lawn's role as the sole entity responsible for the daily operation of the Oak Lawn Regional Water System. Oak Lawn supports these mutual cooperation efforts but reserves the right to accept or not accept certain recommendations provided by the North System Customers.

G. The North System Customers acknowledge that Oak Lawn is the licensed water system operator solely responsible for the Oak Lawn Regional Water System and as established and permitted by the IEPA, and therefore it shall be mandatory that Oak Lawn retain full operational control of the Oak Lawn Regional Water System.

H. Oak Lawn and the North System Customers agree to commence mutual cooperation efforts outlined in this Exhibit, including Working Groups as described in Sections I.B and I.D of this Exhibit, upon execution of this Agreement. The Parties agree that this will enable and support the effective and efficient completion of the 2013 Regional System Improvements, the plan for which the North System Customers have approved.

ACCORDINGLY, OAK LAWN AND THE NORTH SYSTEM CUSTOMERS AGREE AS FOLLOWS.

I. Cooperation and Communication Regarding Reliability and Cost Control; Review and Accountability.

A. Coordination and Communication. Oak Lawn and the North System Customers agree that they desire to establish a variety of means to enhance and promote communication and cooperation between Oak Lawn and the North System Customers. In addition to those matters otherwise addressed in this Agreement, Oak Lawn and the North System Customers also wish to establish procedures and processes to allow review of the Oak Lawn Regional Water System, to enable continuing channels of communication between Oak Lawn and the North System Customers, and to ensure beneficial decision-making by Oak Lawn in the operation, maintenance and periodic improvement of the Oak Lawn Regional Water System. Nothing in this Exhibit is intended to require the North System Customers to create reports that each does not regularly produce.

In order to enhance transparency and avoid delay in decision making, the following are the general expectations and responsibilities for communication by and between the Contractor, Oak Lawn, Customer Communities and their Consulting Engineer currently Christopher B. Burke Engineering (CBBEL), Oak Lawn's Consulting Engineer (CDM Smith), and information from public agencies or utilities involved in the Project:

Oak Lawn will receive questions and comments on the Project, conduct weekly construction and coordination meetings, update the managers and boards of trustees/ city councils/ village councils as needed, and process pay applications.

Oak Lawn's Consulting Engineer, currently CDM Smith, will be the central communications hub with all parties, coordinate communications with the contractor,

attend weekly construction meetings, attend weekly coordination meetings with CBBEL, attend the Customer Review Committee meetings or conference calls as requested, post weekly construction coordination meeting minutes to the SharePoint site, and prepare logs of work change directives, change orders, RFI's, and submittals uploaded to the SharePoint site monthly.

Customer Communities and the Customer Communities' Consulting Engineer , currently CBBEL, will attend weekly coordination meetings, schedule and attend Customer Review Committee meetings or conference calls as needed, and update communities not on the Customer Review Committee as needed.

Change Order Working Group, at times referred to as the Customer Review Committee, will consist of three members of the customer communities that are selected by a vote of the customer communities. This group will review and approve change orders as described in section D(4). They also will update communities not on the Customer Review Committee of any decisions that are made via e-mail.

Contractor will be required to attend weekly construction meetings, respond to CDM Smith requests, and prepare minutes for weekly construction meetings.

Public Agencies and Utilities will be engaged to receive questions or comments pertaining to the project and be provided responses as required in a timely fashion.

B. Mutual Cooperation Through Working Groups.

1. Formation. To facilitate an ongoing structure for consistent communication, Oak Lawn and the North System Customers agree that the North System Customers will establish three working groups ("*Working Groups*"), consisting of personnel from the North System Customers, to address the subject areas described in Section I.D of this Exhibit. The North System Customers will notify Oak Lawn of the formation of the Working Groups and the membership of each Working Group, as well as the designated chairperson for each Working Group and such group's designated liaison to Oak Lawn, from time to time. The North System Customers shall be responsible to provide staff support to the Working Groups, including preparation of meeting agenda and minutes. The Working Groups are intended to be performing jointly the role of staff of the North System Customers, and are not intended to be public bodies subject to the provisions of the Open Meetings Act.

2. Oak Lawn Liaisons. Oak Lawn will designate at least one liaison to act on its behalf in cooperating with the Working Groups in various ways, including (a) meeting with the Working Groups as described in this Exhibit, (b) providing information to the Working Groups as requested by each Working Group in connection with their various subject matter areas, and (c) obtaining answers to questions and concerns raised by the Working Groups in connection with the Agreement and provision of Chicago Water to the North System Customers. Oak Lawn's liaison to each Working Group shall be a person

holding a position of comparable rank and responsibilities as those held by a majority of individuals serving on each Working Group.

C. Meetings with Working Groups.

1. *In General.* The North System Customers in conjunction with Oak Lawn will create a meeting schedule and provide an agenda for each of the Working Groups' meetings with their respective Oak Lawn liaisons from time to time. Oak Lawn and each Working Group agree that the "Operations" Working Group and the "Finance/Administration" Working Group shall each meet with their respective designated liaisons from Oak Lawn not less than two (2) times in each calendar year unless the Working Group and Oak Lawn mutually agree that fewer meetings are required from time to time. Oak Lawn and each Working Group agree that the "Management" Working Group and Oak Lawn's designated liaison will meet at least once in each calendar year, on call of the Management Working Group with at least fourteen (14) days notice to Oak Lawn. Oak Lawn and the Working Groups agree that additional meetings will be held by any of these Working Groups with their respective liaisons on call of the Working Group with at least fourteen (14) days notice to Oak Lawn. In the event of an emergency, Oak Lawn and the appropriate Working Group agree to meet as soon as is practicable under the circumstances.

2. *Cooperation with Others.* The North System Customers acknowledge that other Municipal Customers may have substantially similar rights relating to mutual cooperation or may have an interest in the Working Group meetings or actions and agree to cooperate and coordinate with Oak Lawn to the end of avoiding duplicative efforts.

D. Working Groups. The Working Groups will be as follows:

1. *Management Working Group:* The Management Working Group will have at least the following functions and duties and other duties as assigned by the North System Customers:

a. Review Oak Lawn's overall compliance with the terms and conditions of this Agreement;

b. Review the overall compliance of each of the North System Customers with the terms and conditions of this Agreement and report on the same to Oak Lawn at least on an annual basis if requested by Oak Lawn;

c. Review and provide recommendations to Oak Lawn and the North System Customers regarding any proposed revisions to, or renewals of, this Agreement;

d. Review, evaluate and provide feedback on the compliance of Oak Lawn and Chicago with the terms and conditions of the Chicago-Oak Lawn Agreement, as such matters affect the North System Customers;

e. Review and provide recommendations to Oak Lawn on all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs;

f. In conjunction with Oak Lawn's annual budget process, review and provide input on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. In conjunction with Oak Lawn's Asset Management Program for the Oak Lawn Regional Water System, review and provide input on the Oak Lawn Regional Water System's capital budget;

h. On an annual basis, provide to Oak Lawn the capital improvement plan of each North System Customer for its respective Municipal Customer Water System, and provide feedback and input to Oak Lawn on said plans;

i. Review updates of the status of performance and improvements under this Agreement and the Chicago-Oak Lawn Agreement, and coordinate input and recommendations thereon from, the Operations Working Group and the Finance/Administration Working Group;

j. Provide feedback and input to Oak Lawn as well as the corporate authorities of the North System Customers regarding performance under this Agreement and the Chicago-Oak Lawn Agreement and matters involving the Oak Lawn Regional Water System; and

k. Make recommendations to and coordinate with Oak Lawn regarding public information and education on matters involving this Agreement through various methods and programs, such as public meetings, newsletters, websites, and social media.

l. Approve the contractor (i.e. lowest qualified bid) and any proposed engineering (design and construction) for the remaining bid packages as well as any additional proposed engineering requirements that are over \$5,000.

m. Receive and review the regional water system water loss report on an annual basis.

n. Approve the true-up of budgeted versus actual cost of the rate for the North System Customers on an annual basis.

2. *Operations Working Group*: The Operations Working Group will have at least the following functions and duties and other duties as assigned by the North System Customers:

- a. Review and provide feedback to Oak Lawn regarding Oak Lawn's duty to provide the supply of Chicago Water required under this Agreement;
- b. Review operational practices and procedures of Oak Lawn in the operation of the Oak Lawn Regional Water System;
- c. Review the operational practices and procedures of each of the North System Customers in the operation of their respective Municipal Customer Water Systems, as such matters affect the Oak Lawn Regional Water System, and report on the same to Oak Lawn at least on an annual basis if requested by Oak Lawn;
- d. Provide input to Oak Lawn to develop appropriate methods for, and to improve, operational coordination in the operation of the Oak Lawn Regional Water System as it delivers Chicago Water to the North System Customers;
- e. Review and provide recommendations to the Management Working Group and Oak Lawn on all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs;
- f. In conjunction with Oak Lawn's annual budget process, review and provide input to the Finance/Administration Working Group on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;
- g. In conjunction with Oak Lawn's Asset Management Program for the Oak Lawn Regional Water System, review and provide input on the capital budget for the Oak Lawn Regional Water System;
- h. Encourage continued and ongoing day-to-day communication between operators of the Oak Lawn Regional Water System and operators of the North System Customers' Municipal Customer Water Systems;
- i. Review the Chicago Water use requirements of the North System Customers and the parameters under which such Chicago Water is to be delivered;
- j. Review the quality and source of Chicago Water provided to the North System Customers under the Agreement;
- k. Review, discuss and communicate regarding potential and actual emergency conditions that may affect the delivery of Chicago Water under this Agreement;

1. Review, discuss and communicate regarding potential and actual events that may result in planned curtailment or planned shut-downs of, or other impacts on, the Chicago Water supply under this Agreement;

m. Suggest, review and provide input to Oak Lawn on cost effectiveness and cost control initiatives in areas relating to contractual services, commodities and services provided by the Oak Lawn Water Division, where such Oak Lawn Water Division provides support and services to the Oak Lawn Regional Water System; and

n. Provide input and recommendations on these matters to the Management Working Group.

3. *Finance/Administration Working Group:* The Finance/Administration Working Group will have at least the following functions and duties and other duties as assigned by the North System Customers:

a. Conduct, at least on an annual basis, a review of the billing procedures, schedules, and invoices from Oak Lawn to the North System Customers, including supporting documentation as requested;

b. Conduct, at least on an annual basis, a review of the components in the water rate charged by Oak Lawn to the North System Customers, and any changes to or adjustments in the rate;

c. Review and communicate in regard to changes or adjustments to the Chicago Water rates;

d. Conduct, at least on an annual basis, a review of Oak Lawn's debt schedules pertaining to the Oak Lawn Regional Water System, as well as any costs allocated to the North System Customers and the formulas used to calculate the North System Customers' required reimbursement of such costs;

e. Review the financial impact of, and provide recommendations to, the Management Working Group on proposed financing methods, if financing is necessary, for all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs and other capital items in Oak Lawn's Asset Management Program;

f. In conjunction with Oak Lawn's annual budget process, review and provide input on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. Suggest, review and provide input to Oak Lawn on cost effectiveness and cost control initiatives in areas relating to contractual services,

commodities and services provided by the Oak Lawn Water Division, where such Division provides support and services to the Oak Lawn Regional Water System;

h. Review the financial impact of the use of the Oak Lawn Regional Water System by Municipal Customers other than the North System Customers who are Parties under this Agreement, and costs assigned to such Municipal Customers, including any amounts such other customers may be required to pay as a fair share, equitable contribution based on the terms of this Agreement; and

i. Provide input and recommendations on these matters and proposed System Projects to the Management Working Group.

4. *Change Order Working Group:* The Change Order Working Group will be provided with bid package change orders that exceed \$20,000 in construction cost per occurrence to review and approve or reject. The Change Order Working Group, Oak Lawn's Consulting Engineer, and Oak Lawn will have at least the following functions and duties:

a. Oak Lawn's Consulting Engineer:

- i. Determine if a change order meets the qualifications for review by the Change Order Working Group and Oak Lawn.
- ii. Change Order Working Group, Customer Communities' Consulting Engineer & Oak Lawn will discuss all change orders at weekly coordination meetings.
- iii. If the change order qualifies for review by the Change Order Working Group, then Oak Lawn's Consulting Engineer will provide that change order to them for review.
- iv. If the change order is approved by the Change Order Working Group, Oak Lawn's Consulting Engineer will issue a Work Change Directive to the Contractor or issue a change order to the Contractor which may be comprised of several approved Work Change Directives.
- v. If the change order is not approved then Oak Lawn's Consulting Engineer, the Change Order Working Group, and Oak Lawn will review the recommendations of both consulting engineers, arrange the necessary meeting to determine the solution, if possible, and issue the appropriate direction to the Contractor.

- b. Change Order Working Group, Customer Communities’ Consulting Engineer & Oak Lawn:
 - i. Timely review change order requests
 - ii. Attend meetings or conference calls to address and review recommendations of the consulting engineers
 - iii. Issue decisions on whether change orders requiring Change Order Working Group approval are approved or not approved within three (3) business days from receipt by Oak Lawn’s Consulting Engineer in writing.

II. Notice of Oak Lawn Meetings. Oak Lawn shall provide notice to the North System Customers of any meeting of the Oak Lawn corporate authorities, or any board, committee, commission, advisory group or other similar body of Oak Lawn when Oak Lawn anticipates that the agenda for a meeting of any such body will include matters relating to the Oak Lawn Regional Water System. Such notice to the North System Customers shall be given to the North System Customers at the same time as notice is given to the members of any such body and shall include copies of the agenda and any agenda materials provided to such body. The North System Customers shall be responsible, not less often than annually, to provide an email address for such notifications, and sending to such addresses shall be adequate notice.

III. Audited Financial Statements. Oak Lawn shall provide to the North System Customers, within two hundred ten (210) days after the close of each of its Fiscal Year, an audit of the Oak Lawn Regional Water System financial records prepared by a certified public accounting firm retained by Oak Lawn for such Fiscal Year.

EXHIBIT Q

AGGREGATE COSTS TEMPLATE

EXHIBIT R
BUDGET TEMPLATE

**THIRD AMENDED AND RESTATED
•REGIONAL WATER SYSTEM•
WATER SALE, PURCHASE AND SERVICE AGREEMENT
BETWEEN THE VILLAGE OF OAK LAWN, ILLINOIS AND
CERTAIN OF ITS MUNICIPAL CUSTOMERS**

**THIRD AMENDED AND RESTATED
•REGIONAL WATER SYSTEM•
WATER SALE, PURCHASE AND SERVICE AGREEMENT
BETWEEN THE VILLAGE OF OAK LAWN, ILLINOIS AND
CERTAIN OF ITS MUNICIPAL CUSTOMERS**

BETWEEN

THE VILLAGE OF OAK LAWN, ILLINOIS

AND

VILLAGE OF MOKENA
VILLAGE OF NEW LENOX
CITY OF OAK FOREST

VILLAGE OF ORLAND PARK
VILLAGE OF TINLEY PARK

Originally Dated: August 1, 2014
Amended: November 1, 2020
Amended: July 1, 2023
Amended: January 1, 2024

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**THIRD AMENDED AND RESTATED
•REGIONAL WATER SYSTEM•
WATER SALE, PURCHASE AND SERVICE AGREEMENT
BETWEEN THE VILLAGE OF OAK LAWN, ILLINOIS AND
CERTAIN OF ITS MUNICIPAL CUSTOMERS**

This Water Sale, Purchase and Service Agreement first made and entered into as of the Effective Date defined below, and amended as of January 1 , 2024, by and between the VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, an Illinois municipal corporation and home rule unit duly organized and existing under the laws of the State of Illinois (“*Oak Lawn*”), and each of the following units of local government who shall become signatories to this Agreement (the “*Southwest System Customers*”):

Village of Mokena
Village of New Lenox
City of Oak Forest

Village of Orland Park
Village of Tinley Park

all of Oak Lawn and the named municipalities referred to collectively as the “*Parties*” and each individually as a “*Party*.”

WITNESSETH:

PREAMBLES

A. The City of Chicago (“*Chicago*”) currently owns and operates a water system (“*Chicago Water System*”), which supplies Lake Michigan derived raw water treated to then current potable water standards in accordance with applicable State of Illinois and United States federal laws (“*Chicago Water*”) to various customers, including Oak Lawn.

B. A municipal water system (a “*Water System*”) means a system for the supply of water, including but not limited to all facilities and equipment, land, easements, rights-of-way over lands and waters, pumping, storage facilities, mains, pipelines and appurtenances acquired and used or useful for the purposes of treating, providing and transmitting water to customers of such municipality, and also includes, where in place, such facilities, equipment, land, water rights, easements, rights-of-way, and appurtenances so acquired and used or useful for the purpose of taking and treating water.

C. Oak Lawn owns and operates a Water System, consisting of three major elements described as follows: (1) that portion of the Water System that is used to service its retail customers (as now in existence and as improved in the future, the “*Oak Lawn Retail Water System*” or its “*Municipal Customer Water System*”), described in *Exhibit “A”* attached hereto; (2) that portion of the Water System (as now in existence and as improved in the future, the “*Oak Lawn Regional Water System*” as more particularly defined in the text below) which serves all of its customers not served by the Oak Lawn Retail Water System (consisting of municipalities for municipal use and for resale by such municipalities to residents and others); and (3) the

Oak Lawn Southeast System (as defined in the text below), which will become part of the Oak Lawn Regional System as of the Effective Date of the Third Amendment to this Agreement.

D. The Oak Lawn Regional Water System delivers Chicago Water to municipalities either directly or indirectly through adjacent Water Systems, described as follows: (1) a system owned and operated by Oak Lawn (the "*Oak Lawn Southeast System*") serving the Villages of Country Club Hills, Matteson, and Olympia Fields, and (2) a system **not** owned or operated by Oak Lawn (the "*Tinley Park Branch System*") serving the Villages of Tinley Park, Mokena and New Lenox and which may serve the Illinois American Water Company at its service area in the Village of Orland Hills and vicinity. (The Oak Lawn Regional Water System does not include the Tinley Park Branch System).

E. The current municipal customers ("*Municipal Customers*") of the Oak Lawn Regional Water System are as follows: (1) the Oak Lawn Retail Water System; (2) Village of Chicago Ridge ("*Chicago Ridge*"); (3) City of Country Club Hills ("*Country Club Hills*") as served by the Oak Lawn Southeast System; (4) Village of Matteson ("*Matteson*") as served by the Oak Lawn Southeast System; (5) Village of Mokena ("*Mokena*") as served through the Tinley Park Branch System; (6) Village of New Lenox ("*New Lenox*") as served through the Tinley Park Branch System; (7) City of Oak Forest ("*Oak Forest*"); (8) Village of Olympia Fields ("*Olympia Fields*") as served by the Oak Lawn Southeast System; (9) Village of Orland Park ("*Orland Park*"); (10) City of Palos Hills ("*Palos Hills*"); (11) Village of Palos Park ("*Palos Park*"); and (12) Village of Tinley Park ("*Tinley Park*") as served through the Tinley Park Branch System; *provided, however*, that (a) such term shall not include a municipality no longer served by the Oak Lawn Regional Water System for a reason other than *force majeure*; (b) as to each covenant or representation of a Municipal Customer made in this Agreement, such term is limited to the Parties hereto; and (c) Chicago Water to be delivered to Mokena and New Lenox shall be delivered to Tinley Park at the Points of Delivery to the Tinley Park Branch System.

F. Each Municipal Customer currently owns and operates its own Water System (each a "*Municipal Customer Water System*"). For convenience and clarity, Chicago Ridge, Palos Hills, and Palos Park may be referred to as the "*North System Customers*"; Country Club Hills, Matteson, and Olympia Fields may be referred to as the "*Southeast System Customers*"; and Mokena, New Lenox, Oak Forest, Orland Park, and Tinley Park may be referred to as the "*Southwest System Customers*".

G. The points of delivery (the "*Points of Delivery*") from the Oak Lawn Regional Water System to the Oak Lawn Retail Water System and to each of the Southwest System Customers are as shown in *Exhibit "B"* attached hereto.

H. Oak Lawn, through the Oak Lawn Regional Water System and the Oak Lawn Southeast System, has served Chicago Water to the Southeast System Customers pursuant to existing contracts (the "*Existing Southeast Customer Contracts*"), copies of which all Parties have previously received; Oak Lawn has offered a Conforming Agreement (as hereinafter defined) to the North System Customers and to the Southeast System Customers; and Oak Lawn anticipates that the North System Customers and the Southeast System Customers will execute and deliver Conforming Agreements (when so executed by the North System Customers and Oak Lawn, the

“North Customer Agreements” and by the Southeast System Customers and Oak Lawn, the “New Southeast System Customer Agreement”), which North Customer Agreements and New Southeast System Customer Agreement shall be on file in the office of the Oak Lawn Village Clerk.

I. Subject to the terms of this Agreement, it is possible that Oak Lawn may enter into future written agreements to supply other municipalities or private entities with Chicago Water through the Oak Lawn Regional Water System (thereby becoming “Future Water Customers” as defined herein) or to supply Chicago Water to Emergency Water Customers (as hereinafter defined).

J. Each Municipal Customer as Party to this Agreement finds that it is advisable for such Municipal Customer to continue to obtain from the Oak Lawn Regional Water System a continuing supply of Chicago Water for its Municipal Customer Water System.

K. Oak Lawn finds that it is advisable to supply Chicago Water to the Municipal Customers who are Parties pursuant to the terms and conditions of this Agreement.

L. Oak Lawn has provided by contract with Chicago for a supply of Chicago Water pursuant to the “Water Supply Agreement between the City of Chicago, Illinois, and the Village of Oak Lawn, Illinois,” dated February 8, 2013, Agreement No. OL-2013 (“Chicago-Oak Lawn Agreement”).

M. Oak Lawn has determined and the Municipal Customers as Parties to this Agreement have concurred that the capacity of the existing Oak Lawn Regional Water System (“Current System Capacity”) is not adequate to serve the needs of the Municipal Customer Water Systems, as such needs may exist as of the Effective Date and through the year 2030; and Oak Lawn has determined to improve and expand the Oak Lawn Regional Water System with the goal of providing the Municipal Customers with an adequate supply of Chicago Water (the “2013 Regional System Improvements”), which 2013 Regional System Improvements shall include but not be limited to the installation of a “West Side Transmission Main” and associated piping, valves, pump station improvements, standby engine generator improvements, and electrical distribution and motor control equipment improvements; and the preliminary description of which improvements is as depicted in *Exhibit “C”* attached hereto.

N. To pay the costs of the 2013 Regional System Improvements, Oak Lawn has determined that it is necessary for it to borrow money and issue its New Series Bonds (as hereinafter defined) in evidence thereof.

O. Each Municipal Customer has received from the State of Illinois Department of Natural Resources (“IDNR”), a current allocation of Lake Michigan water as shown in *Exhibits “D”* and “D.1” attached hereto which (as shown) includes allocations for the listed years up to and including the year 2030 and for the year 2045, respectively (the allocation for each year as shown in said Exhibit being the “Current Year Allocation” for such year, the allocation for the year 2030 as shown in said Exhibit being the “2030 Allocation”, and the allocation for the year 2045 as shown in said *Exhibit “D.1”* being the “2045 Allocation”).

P. Pursuant to the Illinois Municipal Code, including but not limited to, 65 ILCS 5/11-124-1 *et seq.*, 65 ILCS 5/11-129-1 *et seq.*, and 65 ILCS 5/11-139-1 *et seq.*, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and applicable home rule powers of New Lenox, Oak Lawn, Oak Forest, Orland Park, Tinley Park, Matteson and Country Club Hills under Article VII, Section 6 of the 1970 Constitution of the State of Illinois, Oak Lawn and the Municipal Customers are authorized to enter into this Agreement.

Q. Except as expressly provided or required by the terms of this Agreement, nothing in this Agreement is intended to cause or result in relinquishment of ownership or change in use by Oak Lawn in any part of the Oak Lawn Retail Water System or Oak Lawn Regional Water System or to cause or result in the relinquishment of ownership or change in use by any Municipal Customer in any part of its respective Municipal Customer Water System; *provided, however*, that Oak Lawn expressly acknowledges (1) the use of an existing transmission main, beginning at 146th Street and Central Avenue and ending at the existing Point of Delivery to Orland Park (the “*Orland Spur One Main*”) which is owned by Orland Park, and (2) the requirement that the Oak Lawn Regional Water System maintain said main in accordance with Section 11.C of this Agreement.

R. To better assure continuity and cooperation among the Parties, they have agreed to the Statement of Mutual Cooperation Process as set forth in *Exhibit “P”* attached hereto.

S. Certain costs and amounts (including debt service on the Old Bonds) due to or from certain of the Parties or other municipalities served by the existing Oak Lawn Regional Water System must be preserved and provided for under this Agreement and the New Southeast Customer Agreement, as set forth in *Exhibit “K”* attached hereto.

T. Oak Lawn and the other Parties hereto have each, respectively, duly authorized their respective Presidents or Mayors to sign and their Municipal Clerks to attest this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged by the undersigned, the Parties hereby agree as follows:

Section 1. Recitals and Definitions.

A. Recitals. The above paragraphs and recitals are hereby incorporated by reference, as if set forth within this Section 1.

B. Definitions. Capitalized words and terms used in this Agreement shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons, such as corporations, where applicable.

“*Aggregate Costs*” means all costs to be assessed and payable pursuant to this Agreement, except payments to be made for the Old Bonds, and includes, without limitation, *inter alia*, all

Operation and Maintenance Costs, Capital Costs and Charges, Other Non-Operating Charges, and Default Costs.

“*Aggregate Costs Template*” means that template for presentation of Aggregate Costs as shown in *Exhibit “Q”*.

“*Agreement*” means this Water Sale, Purchase and Service Agreement.

“*Asset Management Program*” means a written document providing asset management planning to determine the condition, and identify maintenance, rehabilitation and replacement needs, of the Oak Lawn Regional Water System, in a manner consistent with the International Infrastructure Management Manual, International Edition 2011, by the National Asset Management Support Group, and providing for the implementation of such system operations, repairs, rehabilitations and replacement as will meet such needs in a timely and practical manner.

“*Arrearages*” means the amount in arrears when any Municipal Customer does not pay its share of Aggregate Costs when due, as more fully defined in Section 17.

“*Authorized Representative*” means such term as is defined in the text below, relating to Executive Consent Obtained, in Section 26.C.

“*Available Capacity*” means the capacity of the Oak Lawn Regional Water System to deliver Chicago Water from time to time in excess of the obligation at such time to deliver Chicago Water pursuant to (1) this Agreement including the required Daily Peaking Factor, (2) New Southeast Customer Agreements, (3) North Customer Agreements, (4) agreements with Future Water Customers then in full force and effect, and (5) agreements with Emergency Water Customers then in effect. Available Capacity shall be determined using the applicable methodology set forth in *Exhibit “L”* by an independent consulting engineer having a national reputation for expertise in such matters and selected by Oak Lawn.

“*Bid Package*” means the bidding and construction documents, drawings, specifications, and related documents related to a segment or phase of the construction of 2013 Regional System Improvements, as listed in *Exhibit “C”*.

“*Bond*” means and includes any instrument by whatever name given providing for the payment of money executed by or on behalf of Oak Lawn or which Oak Lawn has assumed or agreed to pay, including, without limitation of the foregoing, bonds, notes, contracts, leases, loan agreements, certificates, and any other form of third party indebtedness, the proceeds of which are used to pay Aggregate Costs or provide reserves for the same; *provided, however*, that the definition of Bonds expressly excludes the Old Bonds.

“*Bond Counsel*” means counsel of recognized standing in the field of law relating to municipal bonds.

“*Budget Template*” means that template for presentation of the budget for Systems Operations Costs as shown in *Exhibit “R”*.

“*Buy In Base*” means all Capital Costs and Charges as paid from the Effective Date up until the Connection Fee Date, as future valued from the due dates of such costs to the Connection Fee Date at the weighted average true interest cost of all Bonds ever issued on or after September 1, 2013 for the Oak Lawn Regional Water System compounded annually.

“*Buy In Base for Old Bonds*” means the debt service principal and interest paid by Oak Lawn on the Old Bonds through the Connection Fee Date for the improvements proposed to be utilized by the Southeast System Customer or other Future Water Customer pursuant to Section 21.D and *Exhibit “K”* of this Agreement.

“*Capital Costs and Charges*” means and includes all capital costs payable or accrued in a given period of the Oak Lawn Regional Water System, and includes, for purposes of this Agreement, and without limitation, *inter alia*, all of the following: (1) interest on and principal of and premium, if any, on all Bonds; (2) payments with respect to interest rate exchange agreements entered into in connection with any Bonds; (3) bond insurance, letter or line of credit payments or fees, remarketing fees, or like charges in connection with the issuance of Bonds; (4) rating agencies, legal, financial, administrative, trustee, bond registrar, paying agent, depository, filing and similar fees in connection with the issuance of Bonds; (5) reserves to be provided for debt service on Bonds; and (6) Default Costs Allocable to Bonds.

“*Chicago*” means the City of Chicago.

“*Chicago-Oak Lawn Agreement*” means the Water Supply Agreement Between the City of Chicago, Illinois and the Village of Oak Lawn, Illinois dated February 8, 2013, Agreement No. OL-2013.

“*Chicago Ridge*” means the Village of Chicago Ridge, Illinois.

“*Chicago Water*” means the Lake Michigan derived raw water treated to the then current potable water standards in accordance with applicable State of Illinois and United States federal laws.

“*Chicago Water System*” means a water system currently owned and operated by the City of Chicago.

“*Common Usage Rate*” means a rate to be paid by a Municipal Customer or Future Water Customer for a portion of the Aggregate Costs to be paid by such Municipal Customer or Future Water Customer, stated as a dollar cost per 1,000 gallons of Chicago Water delivered, and determined on the basis of the amount of Chicago Water delivered to such Municipal Customer or Future Water Customer at its Point(s) of Delivery in the applicable period.

“*Component*” means a material component of the Oak Lawn Regional Water System which provides service to a Municipal Customer or Future Water Customer, as applicable, based upon the report of an independent engineer.

“*Component Cost*” means the cost of a Component.

“*Component Cost Share*” means the share in a Component Cost determined by a fraction the numerator of which shall be a Municipal Customer’s or Future Water Customer’s 2030 Allocation, as applicable, and the denominator of which shall be the sum of the 2030 Allocations of the Municipal Customer or Future Water Customer, as applicable, which also are served by the Component; *provided, however*, that Oak Lawn has been allocated an additional Component Cost Share (resulting in an increased Proportionate Share) representing its ownership, right, and title to the Oak Lawn Reserved Share. On or after January 1, 2026, the Component Cost Share for any System Project initiated or identified will use the Municipal Customer’s or Future Water Customer’s 2045 Allocation in the numerator and the denominator shall be the sum of the 2045 Allocations of the Municipal Customer or Future Water Customer, as applicable, which also are served by the Component.

“*Conforming Agreement*” means a water sale, purchase and service agreement in substantially the form of this Agreement (excepting, expressly, the Statement of Mutual Cooperation Process, which may, but need not be, a part of any such Agreement) having no Favorable Provision.

“*Connection Fee Date*” means the date on which a Future Water Customer (1) connects to the Oak Lawn Regional Water System or (2) if such Customer is already connected to the Oak Lawn Regional Water System, the effective date of the new contract.

“*Corporate Consent Obtained*” means such term as is defined in Section 26.

“*Cost Methodology*” means the basis for allocation of Proportionate Shares hereunder, being the determination of Component Cost Shares based upon the report of an independent consulting engineer.

“*Country Club Hills*” means the City of Country Club Hills, Illinois.

“*Current System Capacity*” means the capacity of the existing Oak Lawn Regional Water System.

“*Current Year Allocation*” means the allocation of Chicago Water each Municipal Customer has received from the IDNR for each given year as conclusively determined for all purposes of this Agreement by reference to *Exhibit “D”* or “*D.1*”.

“*Daily Peaking Factor*” means the maximum amount of Chicago Water the Oak Lawn Regional Water System is capable of delivering to a given Municipal Customer but not less than an amount equal to such Municipal Customer’s Current Year Allocation divided by 365 (expressed in millions of gallons) multiplied by 2.0.

“*Default Costs*” means costs paid by Municipal Customers due to the default by other Municipal Customers to pay Aggregate Costs as required by Section 15; *provided, however*, such costs shall not include the portion of Aggregate Costs allocable to Equitable Return.

“*Default Costs Allocable to Bonds*” means the portion of Default Costs allocable to the payment of the amounts noted in clauses (1) to (5), inclusive, of Capital Costs and Charges.

“*Default Costs Allocable to Other Aggregate Costs*” means all Default Costs other than Default Costs Allocable to Bonds.

“*Default Proportionate Share*” means a percentage that is equal to 100 times a fraction, the numerator of which shall be the Proportionate Share (as defined herein) of each Municipal Customer and the denominator of which shall be the sum of the Proportionate Shares of all of the Municipal Customers then not in default with respect to a payment required for Bonds.

“*Effective Date*” means the date defined as such in the text of this Agreement in Section 41.

“*Electricity Costs*” means all costs of electricity, including demand charges, of the Oak Lawn Regional Water System allocated to each Municipal Customer in accordance with the relative shares as set forth in *Exhibit “F”* attached hereto.

“*Emergency Borrowings*” means such term as defined in Section 4.D.

“*Emergency Event*” means an unexpected condition that, if not addressed by Oak Lawn as the operator of the Oak Lawn Regional Water System, poses an immediate risk to the operation of or of failure to operate the Oak Lawn Regional Water System that will cause damage to health, property or the environment.

“*Emergency Event Costs*” means only those costs necessary to eliminate the immediate risk of damage to health, property or the environment presented by an Emergency Event, but not including the balance of the System Repair or Major Capital Cost necessary to complete any longer term repair or remediation that may be necessary thereafter.

“*Emergency Water Customers*” means customers purchasing Chicago Water from Oak Lawn on a short-term basis from time to time, which purchases are subject to the standards set forth in Section 7.D of this Agreement and will not adversely affect the Municipal Customers.

“*Equitable Return*” means the amount set forth as follows:

(A) for purposes of this definition, the following further terms are defined:

(1) “*Annual Increase*” means an increase in the rate of return over the rate for the prior Fiscal Year equal to the greater of 2% or the increase in the PPI, year over year, as most recently published;

(2) “*Initial Rate*” means \$0.05 (5 cents) per 1,000 gallons of Chicago Water delivered under this Agreement;

(3) “*Subsequent Rate*” means \$0.10 (10 cents) per 1,000 gallons of Chicago Water delivered under this Agreement;

(B) For the Fiscal Year 2014 and each Fiscal Year thereafter until the end of the Fiscal Year 2020, Equitable Return shall be the Initial Rate;

(C) For the Fiscal Year 2021 and each Fiscal Year thereafter until the end of the Fiscal Year after the Fiscal Year in which the 2013 Regional System Improvements are Substantially Complete and Operational, Equitable Return shall be the Subsequent Rate; and

(D) For each Fiscal Year thereafter Equitable Return means the rate of such return for the prior Fiscal Year plus the Annual Increase.

“Executive Consent Obtained” means such term as is defined in Section 26.

“Existing Southeast Customer Contracts” means the contracts in place as of July 1, 2013, pursuant to which Oak Lawn is supplying the Southeast System Customers with Chicago Water through the Oak Lawn Regional Water System and the Oak Lawn Southeast System.

“Favorable Provision” means any provision that is more advantageous to or protective of the interests of any other Municipal Customer or Future Water Customer than the provisions of this Agreement are to the interests of the Southwest System Customers; *provided, however*, that it shall not include any provision that is temporary in nature and addresses unique circumstances applicable only to the other Municipal Customer or Future Water Customer.

“Financing Plan and Parameters” means a plan and related parameters for the financing of the construction of one or more System Projects. Each Financing Plan and Parameters shall include (but are not limited to) the following elements: a description of the proposed Bonds, including the source of funds of the proposed Bonds, the structure (fixed, variable or other), the maximum principal amount, interest rate parameters, duration of the repayment period, and the time at which repayments by Oak Lawn will be required (if such repayment schedule necessitates that such Capital Costs and Charges be billed and payable on a schedule other than quarterly as described in Section 15.B), and the maximum amounts for the various reserve funds or accounts required in connection therewith.

“Fiscal Year” means the fiscal year of Oak Lawn and is the calendar year, January 1 through December 31; *provided, however*, that Oak Lawn may change its fiscal year or the fiscal year solely as it relates to the Oak Lawn Regional Water System from time to time upon reasonable notice to the Municipal Customers and upon taking reasonable transitional measures with respect to budgeting and establishment of rates.

“Force majeure” means acts of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of Chicago Water supply, and inability on the part of Oak Lawn to deliver Chicago Water, or of any Municipal Customer to receive Chicago

Water, that is not as a result of the Party's own actions or inactions, and on account of any other causes not reasonably within the control of the Party claiming such inability.

"Full Water Requirements" means, with respect to a Municipal Customer, the amount of Chicago Water necessary from time to time to meet the potable water requirements of (1) all then current customers served by the Municipal Customer Water System (including municipal use where applicable) whether within or outside of the corporate limits or applicable service area of the Municipal Customer, and (2) all then current customers served by a Municipal Customer's wholesale Water System, if any.

"Future Improvements" means future improvements to a Municipal Customer Water System involving structures for the receipt of Chicago Water from Oak Lawn.

"Future Series Bonds" means, and is limited to, Bonds the proceeds of which are necessary or advisable to accomplish any lawful corporate purpose of the Oak Lawn Regional Water System, including but not limited to the following: (1) to repair, replace, maintain, rehabilitate or otherwise make more efficient or usable, or to improve the Oak Lawn Regional Water System in a manner to continue to serve or to better serve the Municipal Customers; (2) to otherwise improve or extend the Oak Lawn Regional Water System in a manner, which will not be likely to increase the costs to the Municipal Customers of Chicago Water service over the term of this Agreement; or (3) will result in long-term benefits to Oak Lawn and to the Municipal Customers, and includes Bonds in one or more series, issued from time to time, to refund or further refund such Bonds.

"Future Water Customers" means municipalities or private entities with whom Oak Lawn may enter into future written agreements to supply Chicago Water through the Oak Lawn Regional Water System.

"IDNR" means the State of Illinois Department of Natural Resources or a successor to the applicable responsibilities of such department.

"IEPA" means the State of Illinois Environmental Protection Agency or a successor to the applicable responsibilities of such agency.

"Major Capital Costs" means, for any Fiscal Year, those acquisitions, repairs, replacements, rehabilitations, or improvements which would qualify as System Repairs but for their cost, either as a discrete Repair Item or due to the aggregate of such costs; *provided, however*, such term shall not include any costs of the 2013 Regional System Improvements.

"Matteson" means the Village of Matteson, Illinois.

"Meters, Valves and Controls" means the necessary meter vaults and water meters for measuring properly the quantity of Chicago Water delivered under this Agreement and the structures Oak Lawn deems necessary to house such equipment and devices.

"Mokena" means the Village of Mokena, Illinois.

“*Moody’s*” means Moody’s Investors Service, Inc., its successors and assigns, and, if such corporation shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by Oak Lawn.

“*Municipal Customer Improvements*” means improvements planned for construction by the Municipal Customers as set forth in *Exhibit “I”*.

“*Municipal Customers*” means the current municipal customers of the Oak Lawn Regional Water System as follows: (1) the Oak Lawn Retail Water System; (2) Chicago Ridge; (3) Country Club Hills as served by the Oak Lawn Southeast System (a part of the Oak Lawn Regional Water System); (4) Matteson as served by the Oak Lawn Southeast System (a part of the Oak Lawn Regional Water System); (5) Mokena as served through the Tinley Park Branch System; (6) New Lenox as served through the Tinley Park Branch System; (7) Oak Forest; (8) Olympia Fields as served by the Oak Lawn Southeast System (a part of the Oak Lawn Regional Water System); (9) Orland Park; (10) Palos Hills, (11) Palos Park; and (12) Tinley Park as served in part through the Tinley Park Branch System.

“*Municipal Customer Water System*” means the retail Water System currently owned and operated by each Municipal Customer.

“*Municipal Manager*” means the chief administrative officer of the Municipal Customer (whose title shall usually be “Village [City] Manager” or “Village [City] Administrator”).

“*New Lenox*” means the Village of New Lenox, Illinois.

“*New Series Bonds*” means the one or more series of Bonds that will be issued by Oak Lawn for the purpose of financing the cost of the 2013 Regional System Improvements, and includes Bonds in one or more series, issued from time to time, to refund or further refund such Bonds.

“*New Southeast Customer Agreement*” means the Chicago Water sale, purchase and service agreement between Oak Lawn and the Southeast System Customers, based upon a Conforming Agreement

“*North Customer Agreement*” means the Chicago Water sale, purchase and service agreements between Oak Lawn and North System Customers, as amended, based upon a Conforming Agreement.

“*North System Customers*” means Chicago Ridge, Palos Hills, and Palos Park.

“*Oak Forest*” means the City of Oak Forest, Illinois.

“*Oak Lawn*” means the Village of Oak Lawn, Illinois.

“*Oak Lawn Regional Water System*” means all real or personal property now in existence or obtained in the future used or useful in the treating (if and to the extent applicable), pumping, and maintenance of water delivery or transmission of Chicago Water to the Municipal Customers, Future Water Customers and Emergency Water Customers, except as follows: real or personal property obsolete or deemed, in the reasonable discretion of Oak Lawn, to be no longer used or useful to the Oak Lawn Regional Water System, and also such conduit or other pipes and appurtenances to be purchased solely at the cost of Oak Lawn for any of its corporate purposes and laid in easements acquired in connection with the construction and operation of said system.

“*Oak Lawn Reserved Share*” means 5 million gallons of water per day reserved to Oak Lawn above and beyond the rights granted under this Agreement to the Oak Lawn Retail Water System to Chicago Water for the use of such Oak Lawn Retail Water System.

“*Oak Lawn Reserved Share Customer*” means a municipality or private entity purchasing Chicago Water from Oak Lawn and from the Oak Lawn Reserved Share.

“*Oak Lawn Retail Water System*” means that portion of the Oak Lawn Water System that is used to service its retail customers, as now in existence and as improved in the future.

“*Oak Lawn Southeast System*” means the system owned and operated by Oak Lawn serving the Southeast System Customers.

“*Old Bonds*” means outstanding bonds issued by Oak Lawn, the proceeds of which were used to acquire, construct and install the portions of the Oak Lawn Regional Water System as it now exists, and are as shown (with related debt service requirements) in *Exhibit “K”* attached hereto, and includes bonds in one or more series, issued from time to time, to refund or further refund such bonds; and the debt service requirements payable by the Municipal Customers on the Old Bonds are as set forth in *Exhibit “K”*.

“*Old Bonds Special Connection Fee*” means such term as is described in Section 21.D and *Exhibit “K”*.

“*Olympia Fields*” means the Village of Olympia Fields, Illinois.

“*Operation and Maintenance Costs*” means and includes the cost of Chicago Water pursuant to Section 15.A(1) of this Agreement, Electricity Costs, Pump Station Maintenance Costs, Transmission Main Maintenance Costs and System Operations Costs. All cost items assigned to any of these categories of costs of the operation and maintenance of the Oak Lawn Regional Water System shall be as itemized in the budget and as set forth in the Budget Template and to be listed generally in the format included in the Budget Template; *provided, however*, such categories shall exclude, expressly, depreciation or amortization costs or charges or costs or charges allocated and billed as Capital Costs and Charges; and, *provided, further*, that in the event of any dispute as to the allocation of any Operations and Maintenance Costs, if it shall be determined that a cost is not properly allocable to any of the Electricity Costs, Pump Station Maintenance Costs or Transmission Main Maintenance Costs, in any re-computation, then such cost shall be deemed a System Operations Cost and be recouped in that manner.

“Orland Park” means the Village of Orland Park, Illinois.

“Orland Spur One Main” means the portion of the existing transmission main owned by Orland Park that begins at 146th Street and Central Avenue and ends at the existing Point of Delivery to Orland Park.

“Orland Spur Two Main” means a new transmission main that begins at 151st Street and the ComEd Corridor west of Harlem Avenue and ends at the existing Point of Delivery to Orland Park and is located in right-of-way other than 151st Street.

“Other Agreement” means an Oak Lawn contract or agreement for water sale, purchase or service with another Municipal Customer or Future Water Customer, other than an Oak Lawn Reserved Share Customer, that is approved by a party to such contract or agreement at any time during the Term of this Agreement or any extension of the Term.

“Other Non-Operating Charges” means charges or assessments to provide (1) a reserve for Operation and Maintenance Costs, (2) Equitable Return, (3) reserves for insurance purposes, whether to provide for tort or other liabilities or for insurance against damage or destruction or condemnation of the Oak Lawn Regional Water System, (4) net additional charges required by a rate covenant or rate covenants as made by Oak Lawn in connection with the issuance of Bonds, requiring rates for the Oak Lawn Regional Water System to be sufficient to provide for Operation and Maintenance Costs, payment of Bonds, and a certain additional percentage of Bond payments for what is known as “coverage,” deemed necessary or appropriate to obtain a rating in the second highest rating category by one or more appropriate rating agencies so providing a rating for Bonds (commonly referred to as “AA” or “Aa”), but in no event shall such coverage ratio be greater than 1.35, as may be set forth in any proceeding, resolution or ordinance or document so authorized, such as an indenture, of Oak Lawn providing for the issuance of Bonds, and which charge or assessment is not included within the definition of Capital Costs and Charges, and (5) amounts assessed for the Renewal, Repair and Replacement Reserve Fund.

“Palos Hills” means the City of Palos Hills, Illinois.

“Palos Park” means the Village of Palos Park, Illinois.

“Participating Customers” means the Municipal Customers and Future Water Customers (as more fully defined in Section 21.B).

“Party” or *“Parties”* means Oak Lawn and one or more of the Municipal Customers signatory hereto.

“Permitted Borrowings” means such term as is defined in Section 4.D, relating to the issuance of Future Series Bonds.

“Points of Delivery” means points of delivery of Chicago Water from the Oak Lawn Regional Water System to Tinley Park on behalf of the Tinley Park Branch System and the points

of delivery to each of the other Municipal Customer Water Systems, all as shown in *Exhibit "B"* attached hereto.

"PPI" means the annual sum of the twelve (12) monthly increases or decreases in the Producer Price Index for Total Manufacturing Industries, not seasonally adjusted, as such monthly indexes appear in the PPI Detailed Report as published by the U.S. Department of Labor, Bureau of Labor Statistics, as finalized in May of each year for the previous calendar year, or if such index is no longer available, a reasonable replacement index.

"Projected Consumption" means the projected highest Chicago Water consumption of a Future Water Customer for any twelve (12) month period during the three years following the Connection Fee Date.

"Proportionate Share" means the share of the Capital Costs and Charges as charged under this Agreement and to be payable by each of the Municipal Customers, determined using the Cost Methodology, as a fair and equitable allocation, and is as set forth conclusively for all of the Municipal Customers as shown in *Exhibit "E"* or as calculated under *Exhibit "E.1"* attached hereto (said *Exhibit "E"* set forth in the alternative—Alternative 1 shall apply before the Effective Date of the Third Amendment to this Agreement and Alternative 2 shall apply on and after the Effective Date of the Third Amendment to this Agreement); *provided, however*, that the Proportionate Shares may be modified pursuant to Section 4.D(4).

"Pump Station Maintenance Costs" means all costs assigned to the maintenance of pumps and pump stations including System Repairs relating to same as reflected in the budget as set forth in the Budget Template, allocated to the Oak Lawn Retail Water System and to each Municipal Customer in accordance with the relative shares as set forth in *Exhibit "G"* attached hereto.

"Regional System Revenues" means all revenues from whatever source derived of the Oak Lawn Regional Water System, including all Municipal Customers; *provided, however*, Oak Lawn may exclude portions of such revenues from the lien of or the right to payment from any Bonds.

"Regional System Revenue Bonds" means, collectively, New Series Bonds and Future Series Bonds, as more fully defined in Section 4.

"Renewal, Repair and Replacement Reserve Fund" means the fund to be established by the Oak Lawn Regional Water System as provided by this Agreement to be used to provide a source of funds for Major Capital Costs, System Repairs, and Emergency Event Costs.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies Inc., its successors and assigns, and, if such entity shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by Oak Lawn.

"Security Deposit" means such term as is defined in Section 20.C.

“Southeast System Customers” means Country Club Hills, Matteson, and Olympia Fields.

“Southeast System Redundancy Project” means such term as is defined in Section 13.E.

“Southwest System Customers” means Mokena, New Lenox, Oak Forest, Orland Park and Tinley Park.

“Special Connection Fee” means a charge to a Future Water Customer (as more fully defined in Section 21.B).

“Substantially Complete and Operational” means the status of the 2013 Regional System Improvements as substantially complete and operational, as certified by the independent engineer in responsible charge of the project, which certification shall include a statement that the system as so improved is then capable of delivering not less than 95% of the required Chicago Water to be supplied to the Southwest System Customers pursuant to this Agreement in the year 2030.

“System Operations Costs” means and includes those costs assigned to the operation and maintenance of the Oak Lawn Regional Water System including System Repairs but not including the cost of Chicago Water pursuant to Section 15.A(1) of this Agreement, Electricity Costs, Pump Station Maintenance Costs, and Transmission Main Maintenance Costs. Costs not itemized on the Budget Template that are not properly charged to any other category of Operations and Maintenance Costs may be added to this definition of System Operations Costs, and allocations of costs shown on the Budget Template may be modified, only by Executive Consent Obtained; *provided, however*, that where Oak Lawn proposes to add a cost to this definition based on generally accepted accounting principles, Oak Lawn may do so without Executive Consent Obtained if it demonstrates that (1) the cost due to such principles is a required item and not a discretionary item, (2) Oak Lawn’s proposed implementation is an efficient and cost effective manner of implementation of the requirement, and (3) the cost does not add a cost to the Southwest System Customers in an amount of more than \$0.0125 (1.25 cents) per 1,000 gallons of Chicago Water delivered times the gallons so delivered in the Fiscal Year in which it is added; and *provided further* that Oak Lawn may not further increase that cost in any subsequent Fiscal Year without Executive Consent Obtained.

“System Project” means the proposed 2013 Regional System Improvements and each future Oak Lawn Regional Water System acquisition, repair, replacement, improvement or extension, whether paid for by Regional System Revenue Bonds or other sources of funds, which shall include feasibility studies, engineering, legal, financing, land and easement purchases, construction, permitting, project management, charge orders, insurance, and contingencies related thereto.

“System Repairs” means, for any Fiscal Year, those acquisitions, repairs, replacements, rehabilitations, or improvements, including for any Emergency Events (each, a *“Repair Item”*), necessary or advisable in the reasonable discretion of Oak Lawn for the continued efficient and effective operation of the Oak Lawn Regional Water System the costs of which do not exceed \$300,000 for Fiscal Year 2014, and for each Fiscal Year thereafter, said sum of \$300,000 adjusted for any increase or decrease in the PPI from that in effect for the year 2014.

“*Tax-Advantaged Status*” means a status governed by federal income tax law excluding from gross income for federal income tax purposes of the interest on any Bond or Bonds or the entitlement to a credit payment from the United States Treasury as relates to any Bond or Bonds.

“*Tax Laws*” means the federal income tax laws, as amended from time to time, including but not limited to, Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction.

“*Tinley Park*” means the Village of Tinley Park, Illinois.

“*Tinley Park Branch System*” means a system not owned or operated by Oak Lawn serving Tinley Park, Mokena and New Lenox, and which may serve the Illinois American Water Company at its service area in the Village of Orland Hills and vicinity, and shall not be part of the Oak Lawn Regional Water System.

“*Transmission Main Maintenance Costs*” means all costs assigned to the maintenance of transmission elements of the Oak Lawn Regional Water System including pipes, and Meters, Valves and Controls, and including System Repairs relating to the same as reflected in the budget as set forth in the Budget Template, and allocated to the Oak Lawn Retail Water System and to each Municipal Customer in accordance with the relative shares as set forth in *Exhibit “H”*.

“*Water System*” means a municipal water system for the supply of water, including but not limited to all facilities and equipment, land, easements, rights-of-way over lands and waters, pumping, storage facilities, mains, pipelines and appurtenances acquired and used or useful for the purposes of treating, providing and transmitting water to customers of such municipality, and also includes, where in place, such facilities, equipment, land, water rights, easements, rights-of-way, and appurtenances so acquired and used or useful for the purpose of taking and treating water.

“*2013 Financing Plan and Parameters*” means the Financing Plan and Parameters for the 2013 Regional System Improvements as set forth in *Exhibit “O”* hereto.

“*2013 Regional System Improvements*” means improvements and expansions to the Oak Lawn Regional Water System determined by Oak Lawn with the goal of providing Municipal Customers with an adequate supply of Chicago Water; and such improvements and expansions shall include but not be limited to the installation of a “West Side Transmission Main,” the Southeast System Redundancy Project and associated piping, valves, pump station improvements, standby engine generator improvements, and electrical distribution and motor control equipment improvements; and the preliminary description of which improvements is as depicted in *Exhibit “C”* attached hereto; and include, further, all legal, financial, engineering, advisory, Bond issuance and reserves, and other reasonably related costs of providing and financing such improvements or expansions.

“*2030 Allocation*” means the allocation of Chicago Water each Municipal Customer receives from the IDNR for the year 2030, fixed for purposes of this Agreement at the amounts shown in *Exhibit “D”*.

“2045 Allocation” means the allocation of Chicago Water each Municipal Customer receives from the IDNR for the year 2045, fixed for the purpose of this Agreement at the amounts shown in *Exhibit “D.1”*.

Certain terms may be defined in the text above and below.

Section 2. Oak Lawn to Serve and Municipal Customers to Take.

A. Basic Duties. Subject to the terms of this Agreement, Oak Lawn will provide and serve Chicago Water to the Municipal Customers through the Oak Lawn Regional Water System, and the Municipal Customers shall take Chicago Water and pay for same.

B. Nature of Payment Obligation; Take or Pay Obligation. Payments to be made under this Agreement shall be an operation and maintenance expense of each Municipal Customer Water System. Each Municipal Customer covenants that it will expressly provide in any future ordinance, resolution or other proceeding which obligates its Municipal Customer Water System for the payment of money that it will expressly declare payments pursuant to this Agreement to be an operation and maintenance expense. All Capital Costs and Charges due and payable hereunder shall be due and payable without setoff or counterclaim and irrespective of whether such supply of Chicago Water is ever furnished, made available or delivered to the Municipal Customer from the 2013 Regional System Improvements or whether any project for the supply of Chicago Water contemplated by this Agreement is completed, operable or operating and notwithstanding any suspension, interruption, interference, reduction or curtailment of the supply of Chicago Water from any such project.

Section 3. Conditions Precedent and Subsequent. It is expressly understood and agreed that any obligation on the part of Oak Lawn to deliver Chicago Water from the Oak Lawn Regional Water System as improved by the 2013 Regional System Improvements shall be expressly conditioned upon the following: (1) the Chicago-Oak Lawn Agreement being in full force and effect during the duration of this Agreement and Oak Lawn’s ability to secure and maintain an adequate supply of Chicago Water under the Chicago-Oak Lawn Agreement. Notwithstanding anything contained herein to the contrary, Oak Lawn shall not be obligated to supply Chicago Water in volume, flow rate or quality in excess of the Chicago Water which Chicago supplies to Oak Lawn; (2) approval by Chicago when required pursuant to the Chicago-Oak Lawn Agreement; (3) sale of the New Series Bonds, obtaining other financing, or a combination of New Series Bonds and other financing, in an amount or amounts sufficient to assure payment of all costs of the 2013 Regional System Improvements; (4) obtaining all necessary material, labor and equipment necessary for completion of the 2013 Regional System Improvements; and (5) receiving the necessary permits and approvals of all federal, state and local governmental entities and agencies having jurisdiction over the 2013 Regional System Improvements or any aspect of same.

Section 4. Bonds; Finance.

A. Regional System Revenue Bonds. Oak Lawn and the Southwest System Customers understand and agree as to the following: (1) Old Bonds remain outstanding, are the obligations

of certain Municipal Customers and are payable directly to Oak Lawn, not as Regional System Revenues, but as an independent obligation of the named Municipal Customers, all as described in *Exhibit "K"*; (2) Oak Lawn intends to issue New Series Bonds to pay the costs of the 2013 Regional System Improvements, some of which costs have already been incurred and paid and will be reimbursed from the proceeds of New Series Bonds; (3) New Series Bonds will be payable from Regional System Revenues; (4) for the proper management and operation of the Oak Lawn Regional Water System in the future, Oak Lawn intends to issue, from time to time, Future Series Bonds, payable from Regional System Revenues; and (5) all such Bonds except the Old Bonds as enumerated shall constitute the "*Regional System Revenue Bonds*".

B. Plan of Finance and Issuance of New Series Bonds for Purposes of 2013 Regional System Improvements. Oak Lawn shall use the proceeds of any New Series Bonds for paying the costs of the 2013 Regional System Improvements and for paying the costs of the refunding of said bonds from time to time in accordance with this Section 4.B and Section 4.C.

(1) Oak Lawn has submitted to the Municipal Customers a plan and parameters for the financing of the construction (collectively, "*2013 Financing Plan and Parameters*") of the 2013 Regional System Improvements with the New Series Bonds. The 2013 Financing Plan and Parameters are set forth in *Exhibit "O"* hereto. The 2013 Financing Plan and Parameters so submitted are hereby approved by the Southwest System Customers.

(2) The issuance of any New Series Bonds by Oak Lawn for the purpose of paying the costs of the 2013 Regional System Improvements shall be conditioned upon the following:

(a) If prior to the issuance of any New Series Bonds for the purpose of 2013 Regional System Improvements, Oak Lawn determines that its proposed financing will be in compliance with the Financing Plan and Parameters, Oak Lawn shall provide written notice to each Municipal Customer of such financing not less than forty-five (45) calendar days prior to the issuance of the New Series Bonds, which notice shall include a discussion demonstrating that the proposed New Series Bonds will be in compliance with the Financing Plan and Parameters and be accompanied by a certificate from a registered municipal advisor that in his or her (their) opinion, the proposed New Series Bonds will be in compliance with the Financing Plan and Parameters; *provided, however*, that no approval or consent of any kind will be required from the Municipal Customers in connection with the issuance of said New Series Bonds; or

(b) If prior to the issuance of any New Series Bonds for the purpose of paying the costs of the 2013 Regional System Improvements, Oak Lawn determines that its proposed financing will not be in compliance with the Financing Plan and Parameters, Oak Lawn shall provide to each Municipal Customer sufficient information to demonstrate why the proposed New Series Bonds will not comply with the Financing Plan and Parameters and shall explain the details of the proposed New Series Bonds. In this event, Oak Lawn shall not issue any portion

of the New Series Bonds without Corporate Consent Obtained. Such consent may be requested for either the specific Bonds then to be issued or for an amendment to the subject Financing Plan and Parameters, or both.

C. Issuance of New Series Bonds for Refunding Purposes. The issuance of any New Series Bonds by Oak Lawn for a refunding purpose shall be conditioned upon the following:

(1) If Oak Lawn determines to issue New Series Bonds for refunding purposes and the proposed debt service for said refunding bonds will be in compliance with the Financing Plan and Parameters, Oak Lawn shall provide written notice to each Municipal Customer not less than forty-five (45) calendar days prior to the issuance of said refunding Bonds, which notice shall include a discussion demonstrating that the proposed New Series Bonds will be in compliance with the Financing Plan and Parameters and be accompanied by a certificate from a registered municipal advisor that in his or her (their) opinion, the proposed New Series Bonds will be in compliance with the Financing Plan and Parameters; then such refinancing may be undertaken by Oak Lawn without the consent of the Municipal Customers; or

(2) If Oak Lawn determines that the proposed debt service on said refunding bonds will not be in compliance with the Financing Plan and Parameters, Oak Lawn shall provide to each Municipal Customer sufficient information to demonstrate why the proposed New Series Bonds will not comply with the Financing Plan and Parameters and shall explain the details of the proposed New Series Bonds. In this event, Oak Lawn shall not issue any portion of the New Series Bonds for refunding purposes without Corporate Consent Obtained. Such consent may be requested for either the specific Bonds then to be issued or for an amendment to the subject Financing Plan and Parameters, or both.

D. Plan of Finance; Issuance of Future Series Bonds for Non-Refunding Purposes. The issuance of any Future Series Bonds for non-refunding lawful corporate purposes of the Oak Lawn Regional Water System by Oak Lawn shall be conditioned upon the following:

(1) For any issue of Future Series Bonds that meets each of the following conditions (“*Permitted Borrowings*”);

(a) debt service on all Permitted Borrowings shall not exceed \$100,000 for Fiscal Year 2014 and, for each Fiscal Year thereafter, said sum adjusted for any increase or decrease in the PPI from that in effect for the year 2014; and

(b) the term of any given Permitted Borrowing shall not be longer than ten (10) years;

Oak Lawn shall provide written notice to each Municipal Customer of such Permitted Borrowing not less than thirty (30) days prior to the issuance of same; *provided, however*, that no approval or consent will be required from the Municipal Customers.

(2) Further, for any issue of Future Series Bonds that meets each of the following parameters (“*Emergency Borrowings*”), Oak Lawn shall be authorized to issue such Future Series Bonds:

- (a) If the Bonds are to be issued to pay Emergency Event Costs; and
- (b) Pursuant to Executive Consent Obtained.

For purposes of this Section 4.D(2), notice to a Municipal Customer shall be by telephone and confirmed in writing immediately by notice pursuant to Section 34 of this Agreement. Consent or denial of consent must be received in writing by email received within one week after the receipt of the written notice.

(3) For any Future Series Bonds that do not constitute Permitted Borrowings or Emergency Borrowings, Oak Lawn shall not issue such Future Series Bonds without Corporate Consent Obtained. Such consent shall be requested pursuant to a new Financing Plan and Parameters relating to the project or improvements then proposed. In the event a Financing Plan and Parameters is approved, each series of Future Series Bonds issued pursuant thereto shall be subject to the same procedural provisions as for New Series Bonds, contained at Section 4.B(2)(a) and (b), as applicable.

(4) The Proportionate Shares, including the Southeast System Customers, are as set forth in the table for that purpose in Alternative 2 of *Exhibit “E”*. That set of Proportionate Shares is based on the Oak Lawn Regional System being comprised of the physical assets of the System as it exists on the Effective Date and as improved by the 2013 Regional System Improvements. It is possible that a future System Project could be proposed that provides substantial improvements that benefit only the Southeast System Customers (as opposed to routine maintenance and repair of existing facilities) which proposal would affect Proportionate Shares (increasing same for the Southeast System Customers so served), with the exception of the Southeast System Redundancy Project set forth in Section 13.E. of this Agreement. It is expressly acknowledged that a proposal for Future Series Bonds to pay for such a System Project prior to January 1, 2026, shall include a new proposed table of Proportionate Shares supported by the Cost Methodology.

(5) For any System Project identified or initiated on or after January 1, 2026, the Proportionate Shares shall be calculated pursuant to the Cost Methodology as described in *Exhibit “E.1”* ; said Proportionate Shares to be approved and conclusively determined by Corporate Consent Obtained at the time such Corporate Consent [is] Obtained for the Future Series Bonds. Feasibility studies for potential System Projects may be paid by the Oak Lawn Regional Water System upon Executive Consent Obtained or may be paid or reimbursed with proceeds of Bonds.

E. Issuance of Future Series Bonds for Refunding Purposes. The issuance of any Future Series Bonds by Oak Lawn for refunding purposes shall be conditioned upon the following:

(1) If Oak Lawn determines to issue Future Series Bonds for refunding purposes and the proposed debt service for the refunding bonds will be in compliance with a given Financing Plan and Parameters previously approved pursuant to Subsection D(3) of this Section above, Oak Lawn shall provide written notice to each Municipal Customer not less than forty-five (45) days prior to the issuance of said refunding Bonds, which notice shall include a discussion demonstrating that the proposed Future Series Bonds will be in compliance with the Financing Plan and Parameters and be accompanied by a certificate from a registered municipal advisor that in his or her (their) opinion, the proposed Future Series Bonds will be in compliance with the Financing Plan and Parameters; then such refinancing may be undertaken by Oak Lawn without the consent of the Municipal Customers, or

(2) If Oak Lawn determines that the proposed issuance of Future Series Bonds will not be in compliance with a Financing Plan and Parameters previously approved pursuant to Section 4.D(3), Oak Lawn shall provide to each Municipal Customer sufficient information to demonstrate why the proposed Future Series Bonds will not comply with the Financing Plan and Parameters and shall explain the details of the proposed Future Series Bonds. In this event, Oak Lawn shall not issue Future Series Bonds for refunding purposes without Corporate Consent Obtained. Such consent may be requested for either the specific Bonds then to be issued or for an amendment to the subject Financing Plan and Parameters, or both.

F. Cash Contributions. A Municipal Customer may provide a cash contribution at the time Oak Lawn proposes to issue any Bonds which are not Permitted Borrowings, Emergency Borrowings or Bonds to be issued to the IEPA pursuant to its water facilities loan program (or successor program) upon the terms and conditions as follows:

(1) Within thirty (30) days after receipt of notice by Oak Lawn of its intention to issue such Bonds, a Municipal Customer shall notify Oak Lawn of its intention to deliver cash for all or a part of such Municipal Customer's Proportionate Share of such Bond issue. Such notice shall be irrevocable and shall bind the Municipal Customer to pay to Oak Lawn for deposit into the appropriate project or refunding account the amount of such cash on or before the date of the closing of such Bonds. Oak Lawn shall reduce the size of the proposed Bond issue by the amount of the cash contribution to be supplied by the Municipal Customers.

(2) In consideration of the cash contribution, the Municipal Customer shall be deemed to have loaned the Oak Lawn Regional Water System such cash and have acquired a repayment obligation calculated as if the Municipal Customer shall have acquired a Bond having the position of a third lien Bond within the accounts of the Oak Lawn Regional Water System, which third lien Bond shall be deemed to amortize at the same rate, bearing the same rate or rates of interest, for the same term of years as the Bonds against which the cash contribution shall have been made.

(3) In each month in which a Capital Costs and Charges payment is due, Oak Lawn shall assess the amount necessary to repay the loan represented by the deemed Bond described above, including assessing the Municipal Customer to whom the repayment is due. Upon the payment due dates of the loan represented by the deemed Bond described above, the Municipal Customer shall be credited with the amounts so due to the extent funds are available in the fund or account from which third lien Bonds are payable, such credit to be applied against the next monthly bill due from such Municipal Customer for all its share of Aggregate Costs.

G. Other System Project and Related Financing Permitted. Notwithstanding any other provision of this Agreement, Oak Lawn may proceed with a System Project and the payment of the costs of such System Project upon the following terms and conditions:

(1) Oak Lawn shall have sought approval of such System Project and related financing, if financing is contemplated, in accordance with the other terms and conditions of this Agreement and shall not have received the necessary consent (either Executive Consent Obtained or Corporate Consent Obtained, as applicable) to such System Project or to the related issuance of Future Series Bonds.

(2) Oak Lawn shall notify the Municipal Customers of its intent to acquire and construct the System Project notwithstanding that consent has not been obtained.

(3) Oak Lawn shall construct and operate the System Project in such a manner as shall not have any adverse impact on or be detrimental to its ability to provide Chicago Water to all the Municipal Customers as required by this Agreement.

(4) The cost of such System Project shall be borne by Oak Lawn itself or by Oak Lawn and such other persons as may agree to pay for all or a portion of same pursuant to payments which are to be made either by a source of funds other than revenues of a Municipal Customer Water System (such as cash on hand not derived from Regional System Revenues or the proceeds of general obligation bonds) or, if payable from revenues of a Municipal Customer Water System, such payments are wholly subordinated to all payments of such Municipal Customer due under the terms of this Agreement.

Section 5. Limitation of Use of Oak Lawn Regional Water System. Without Executive Consent Obtained of the Municipal Customers affected by the proposed retail sales, Oak Lawn shall not engage in retail sales or distribution of Chicago Water to any residents or customers of (a) the Municipal Customers (except for customers of the Oak Lawn Retail Water System) or (b) the Municipal Customers' customers.

Section 6. Water Supply.

A. Serve and Purchase Full Water Requirements; Exceptions. Subject to the provisions stated in this Agreement, each Municipal Customer agrees to purchase from Oak Lawn, and Oak Lawn agrees to sell to such Municipal Customer, an amount of Chicago Water necessary to serve its Full Water Requirements; *provided, however,* that Oak Lawn's obligation to each

Municipal Customer to deliver Chicago Water hereunder shall be limited as follows: (1) prior to the completion of construction of the 2013 Regional System Improvements, the amount of Chicago Water to be delivered to any Municipal Customer shall be subject to the limitations of the existing Oak Lawn Regional Water System; (2) for all Municipal Customers, to a maximum annual amount determined on the basis of the then Current Year Allocations of such Municipal Customer and any wholesale customer of such Municipal Customer; and (3) for all Municipal Customers, to a maximum daily amount not in excess of such Municipal Customer's Daily Peaking Factor. In the event that due to limitations of the Lake Michigan Water allocations by IDNR or Oak Lawn Regional Water System incapacities, the Full Water Requirements of a Municipal Customer are not able to be served, Municipal Customers may seek an alternate source of supply of water to provide the difference between what the Oak Lawn Regional Water System is capable of providing, taking into account such IDNR allocations, and Full Water Requirements. The Oak Lawn Regional Water System incapacities giving rise to the ability of Municipal Customers to seek an alternate source of supply of water must be evidenced by either (a) express acknowledgement by Oak Lawn or (b) failure or inability of the Oak Lawn Regional System to deliver the Full Water Requirements to a Municipal Customer for not less than ten (10) days a month for three (3) consecutive months, which failure or inability is not due to (i) a break or damage to the Oak Lawn Regional Water System which is being repaired or (ii) construction or reconstruction within the Oak Lawn Regional Water System pursuant to the Asset Management Program.

B. Continuous Water Supply. Oak Lawn undertakes to use reasonable care and diligence to provide a continuous supply of Chicago Water as herein provided for, but reserves the right at any time to turn off temporarily the Chicago Water in its mains for emergency and maintenance purposes. Oak Lawn shall give to the Municipal Customers notice not less than fourteen (14) days in advance of any such turn-off, except that in emergencies it shall give notice which is reasonable under the particular circumstances of any turn-off for emergency purposes. If, at any time during the term of the Agreement, the Total Regional System Design Capacity Available, as set forth in *Exhibit "D" or "D.1"*, is demonstrated to be less than that set forth in *Exhibit "D" or "D.1"*, based upon the methodology set forth for long-term capacity in *Exhibit "L"*, then, Oak Lawn shall immediately undertake a system design capacity study to determine the cause of the deficiency. Such study shall be performed by an independent consulting engineer and the result of the study, including its recommendations, shall be provided to the Municipal Customers for review and comment. If the deficiency is the result of an operational or maintenance issue requiring no improvement to the Oak Lawn Regional Water System, Oak Lawn shall correct the cause of the deficiency as soon as practicable and demonstrate that the System design capacity has been restored. If the deficiency requires further improvements to the Oak Lawn Regional Water System to correct, Oak Lawn shall coordinate and provide such improvements as soon as practicable. Such improvements shall be deemed a "System Project" and shall generally entail: (1) commencing a study of the improvement needed; (2) preparing a design (*i.e.*, plans and specifications) of the improvement; and (3) obtaining funding pursuant to this Agreement and thereupon constructing the improvement. In addition to any other rights under this Agreement, the Municipal Customers shall have the right to review and comment on the proposed System Project and all related studies and designs prepared by or for Oak Lawn.

C. *Delivery of Additional Water.* Each Municipal Customer may request from Oak Lawn the use of Available Capacity during the term of this Agreement. Such a request shall be for up to a one-year period as specified in the request. Such use shall not be unreasonably denied by Oak Lawn, *provided* that: (1) an independent consulting engineer selected by Oak Lawn has determined that Available Capacity exists using the methodology set forth in *Exhibit "L"* and such determination has been approved by the Executive Consent Obtained of Municipal Customers having not less than seventy-five percent (75%) of the 2030 Allocations; (2) the requesting Municipal Customer's use of Available Capacity will not cause the Municipal Customer to exceed its Current Year Allocation for the year in which the request is made, except to the extent permitted by law; (3) the requesting Municipal Customer's use of Available Capacity will not adversely affect Oak Lawn's ability to deliver Chicago Water to other Municipal Customers as required by contracts with those Municipal Customers; and (4) the requesting Municipal Customer's use of Available Capacity does not compromise Oak Lawn's ability to comply with the terms and conditions of the Chicago-Oak Lawn Agreement. The Parties understand that the use of Available Capacity, if granted, may occasionally cause a Municipal Customer to exceed the Daily Peaking Factor. Such excess use will not be construed as a breach of this Agreement *provided* the aforementioned Available Capacity use provisions have been satisfied. Municipal Customers shall compensate Oak Lawn for the use of Available Capacity in accordance with Section 15.

D. *Curtailment.* If it becomes necessary for Oak Lawn to limit its delivery of Chicago Water to Municipal Customers or Future Water Customers for any reason, then each Municipal Customer, and each Future Water Customer whose water supply agreement provides for a pro rata share in the event of curtailment, shall be entitled to receive a share of Chicago Water during such period of curtailment as determined by the ratio of its Current Year Allocation (or such lesser amount to which such Customer may be entitled pursuant to its water supply agreements) to the sum of the Current Year Allocations (or such lesser amount to which such Customer may be entitled pursuant to its water supply agreements) of all such entities entitled to Chicago Water.

E. *Pressure at Delivery.* Oak Lawn shall supply Chicago Water to the Municipal Customers at their respective Points of Delivery at a pressure sufficient to deliver the Chicago Water and, from and after the date the 2013 Regional System Improvements are Substantially Complete and Operational, the pressure at the meter at each Point of Delivery shall in no event be less than 20 pounds per square inch, except when permitted by federal or state law. Oak Lawn shall not provide Chicago Water at a pressure such that it may cause damage to the Municipal Customers' Water Systems.

F. *Certain Water Quality Provisions.* Oak Lawn shall provide Chicago Water at each Municipal Customer Point of Delivery of a quality not less than as provided under the Chicago-Oak Lawn Agreement. If said water quality degrades below that required under the Chicago-Oak Lawn Agreement and a means of correction is available to Oak Lawn as a result of the completion of the 2013 Regional System Improvements, Oak Lawn shall use all commercially reasonable efforts to correct the degradation. If said water quality degrades below that required by the Chicago-Oak Lawn Agreement and no means of correction is available to Oak Lawn to correct the degradation without further improvement to the Oak Lawn Regional Water System, Oak Lawn shall coordinate and provide such improvements as soon as practicable. Such improvements shall be deemed a "System Project" and shall generally entail: (1) commencing a

study of the improvement needed; (2) preparing a design (*i.e.*, plans and specifications) of the improvement; and (3) obtaining funding pursuant to this Agreement and thereupon constructing the improvement. In addition to any other rights under this Agreement, the Southwest System Customers shall have the right to review and comment on the proposed System Project and all related studies and designs prepared by or for Oak Lawn.

Section 7. Certain Permitted Service and Connections.

A. Municipal Customer Service and Connections Generally. Each Municipal Customer shall have the exclusive right to serve and distribute Chicago Water to: (1) its current customers, whether or not within its corporate limits; (2) future customers on land presently located within its limits; (3) future customers on land lawfully annexed by it; and (4) future customers not within its corporate limits, subject to the provisions of the Chicago-Oak Lawn Agreement. Municipal Customers shall have the right to maintain and use existing wells or other alternate sources of water to meet emergency needs when Oak Lawn is not able to provide Full Water Requirements to such Municipal Customers. Municipal Customers shall have the right to maintain and use emergency connections with adjacent communities for mutual assistance purposes. The emergency well or alternate supply usage or emergency connections shall not be used without notifying Oak Lawn within forty-eight (48) hours after a required use.

B. Wholesale Service and Connections Recognized. Oak Lawn and all the Municipal Customers expressly recognize the full right and privilege of (i) Tinley Park through the Tinley Park Branch System to serve Tinley Park, Mokena, New Lenox and the Illinois American Water Company within its service area in the Village of Orland Hills and vicinity within the Current Year Allocations provided, (ii) Orland Park through its Municipal Customer Water System to serve the Illinois American Water Company within its service area in the area commonly known as “Alpine Heights” and vicinity within the Current Year Allocations provided, and (iii) Tinley Park or Mokena through its respective Municipal Customer Water System to serve the Illinois American Water Company within its service area in the area commonly known as “Arbury Hills” and vicinity within the Current Year Allocations provided.

C. Oak Lawn Service and Connections. Subject to the provisions of Sections 7.A and 7.B and Section 6.A, Oak Lawn shall have the sole and exclusive right to service the Municipal Customers and Future Water Customers, not located within any Municipal Customer’s corporate limits, through the Oak Lawn Regional Water System; *provided, however*, that with respect to such Future Water Customers, Oak Lawn is able to adequately and fully service not only Municipal Customers’ water requirements as provided in this Agreement, but also all customers being serviced through the Oak Lawn Regional Water System at such time pursuant to such agreements as are then in place; and *provided further* that any such additional customer is to be served with facilities designed and constructed in accordance with sound engineering principles.

D. Emergency Customers. Oak Lawn may enter into mutual assistance agreements for emergency service with other suppliers of water; *provided*, that such service, if it is not limited to being provided solely from the Oak Lawn Reserved Share, shall be subject to the limitations as follows: “emergency” for purposes of this limitation shall exclude seasonal peaking requirements and shall generally be limited to system breaks, temporary loss of supply, or similar events; and,

provided, further, if such emergency service results in any curtailment of service to the Southwest System Customers, such emergency service shall not continue beyond five (5) days during the period from May 15 and ending September 15 of any year or ten (10) days during any other period. Oak Lawn may also provide emergency service without meeting the requirements or beyond the limits set forth in this paragraph pursuant to Executive Consent Obtained. For purposes of this paragraph, Executive Consent Obtained shall be provided or denied within forty-eight (48) hours after notice from Oak Lawn. For purposes of this section, notice to a Municipal Customer shall be by telephone and confirmed in writing immediately by notice pursuant to Section 34.

E. Other Service by Amendment. Except as otherwise provided in this Agreement, upon written amendment to this Agreement, Municipal Customers may service other municipalities or private entities, not located within their corporate limits, through or with Chicago Water supplied by the Oak Lawn Regional Water System, upon such terms and conditions as may be agreed to by Oak Lawn and each (100%) of the Municipal Customers affected.

Section 8. Certain Mutual Storage, Operation and Conservation Provisions; Asset Management Program; Certain System Project and Related Financing Permitted.

A. Municipal Customer Storage Requirements. Each Municipal Customer shall maintain and operate, at its own cost and expense, facilities for the storage of Chicago Water sufficient in the aggregate to store not less than two (2) times its respective average day's use of water (calculated on an average annual daily basis).

B. Operation of Municipal Customer Water Systems. Municipal Customers agree to operate their respective Municipal Customer Water System from the Point of Delivery on to the Municipal Customer's customers in such a manner as to not place the Oak Lawn Regional Water System in jeopardy of failing to meet: (1) the regulations of any agency or governmental authority having jurisdiction in the operation of public water supplies; or (2) the commitments to other Municipal Customers and to Future Water Customers and to Chicago (except when such commitments could be in violation or derogation of Oak Lawn's obligations to Municipal Customer's rights under this Agreement). If a Municipal Customer shall fail to operate its respective Municipal Customer Water System as described in this Section 8.B after ninety (90) days written notice to do so by Oak Lawn, or in the case of an emergency, such reasonable notice as may be given under the circumstances, Oak Lawn may, in the reasonable discretion of Oak Lawn, (a) turn-off or curtail its delivery of Chicago Water to said Municipal Customer or (b) repair or replace, but is not obligated to, the appropriate parts of said Municipal Customer Water System, as is necessary for the proper operation of the Oak Lawn Regional Water System, and the cost of such repairs or replacement, including engineering costs, attorney's fees, and permitting fees relating thereto, shall be charged to and paid by said Municipal Customer. No such non-emergency repair or replacement of a Municipal Customer Water System shall be performed by Oak Lawn without first obtaining all necessary permits from entities with jurisdiction over the proposed repair or replacement, which permits, if to be issued by such Municipal Customer, shall not be unreasonably withheld. Upon request from Oak Lawn, each Municipal Customer will provide to Oak Lawn access to SCADA system near real-time data, including daily and weekly tallies, sufficient to allow monitoring of operating conditions within its Municipal Customer Water System (and, for Municipal Customers that provide Chicago Water to wholesale customers,

further, of the operating conditions of the water systems of each of such wholesale Chicago Water customers), which access to such data shall be provided not later than one year after such request but in no event prior to the date which is one year after the 2013 Regional System Improvements are Substantially Complete and Operational.

C. Notice in Certain Events Regarding Water Supply. Municipal Customers also agree to notify Oak Lawn as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quantity or the quality of the Chicago Water received hereunder or the Oak Lawn Regional Water System.

D. Conservation. Each Municipal Customer further agrees to take measures to conserve and prevent waste of water and not to exceed its respective Daily Peaking Factor, except as provided in Section 6.C of this Agreement.

E. In General—Operation of Oak Lawn Regional Water System. Oak Lawn will take all steps necessary so that the Oak Lawn Regional Water System may at all times be operated advantageously and efficiently, and in compliance with all applicable federal, state and local laws, codes, ordinances, rules and regulations. To that end, Oak Lawn shall take steps to incorporate best practices for the operation, administration and management of the Oak Lawn Regional Water System which include, without limitation, the following:

(1) Maintenance of the Oak Lawn Regional Water System in good working order, completing necessary repairs in a manner consistent with good utility practices, and maintaining proper documentation of same.

(2) Exercise all valves in the Oak Lawn Regional Water System not less than once every twenty-four (24) months, and provide a report or other suitable documentation to the Municipal Customers demonstrating completion and results after implementation of the 2013 Regional Water System Improvements.

(3) Response to emergency situations involving the Oak Lawn Regional Water System, such as main breaks, pump failures and other emergency situations, immediately upon identifying the emergency, and maintenance of an adequate inventory of spare parts and materials, such as pipes and valves, as well as contractors ready and available to respond on short notice to ensure completion of necessary repairs in a timely manner.

(4) Not later than one year after the 2013 Regional System Improvements are Substantially Complete and Operational, provide access to SCADA system near real-time data, including daily and weekly tallies, sufficient to allow monitoring of operating conditions of the Oak Lawn Regional Water System.

(5) Provide the following reports to the Municipal Customers upon request: (i) daily flow reports, and (ii) such annual, monthly and other flow and usage reports normally produced by Oak Lawn; *provided, however*, that this provision is not intended to require Oak Lawn to create reports that it does not regularly produce.

(6) Conduct a leak detection survey of not less than ten (10%) percent of the Oak Lawn Regional Water System on an annual basis to determine water losses in the System and identify areas of the Oak Lawn Regional Water System requiring improvements to resolve leakage, including provision of a written report to the Municipal Customers describing all findings and recommendations from the surveys.

(7) Conduct regular monitoring and testing of all cathodic protection systems used as part of the Oak Lawn Regional Water System, and identify where operating conditions and/or levels of protection may have changed, with copies of reports of such testing and analysis to be provided to the Municipal Customers upon request, when available.

F. Asset Management and Asset Management Program. Oak Lawn will identify and implement best management practices and standards for the Oak Lawn Regional Water System. To that end, within two (2) years after the Effective Date, Oak Lawn will provide an Asset Management Program. The Asset Management Program shall thereafter be updated biennially. To be effective for the provisions of this Agreement, the Asset Management Program and any annual updates must be approved by Executive Consent Obtained. Upon such consent, Oak Lawn shall implement such Asset Management Program.

Section 9. Measuring Equipment.

A. Measuring Supply to Municipal Customers. Oak Lawn shall assume ownership of, as part of the Oak Lawn Regional Water System, and each Municipal Customer shall convey by bill of sale to Oak Lawn for use in the Oak Lawn Regional Water System, the existing Meters, Valves and Controls for water delivery at the Points of Delivery to Oak Forest, Orland Park and Tinley Park North and Tinley Park South. Oak Lawn shall, from and after the Effective Date of this Agreement, furnish, install, operate, maintain, repair and replace at each Municipal Customer's respective sole cost and expense at the Point of Delivery the necessary Meters, Valves and Controls, which shall remain the property of the Oak Lawn Regional Water System. The Meters, Valves and Controls shall be of a type meeting the standards of the American Water Works Association for properly measuring the quantity of Chicago Water delivered under this Agreement. Such Meters, Valves and Controls shall be located upon land provided by or available to each Municipal Customer pursuant to Section 11. Both Oak Lawn and each Municipal Customer, respectively, shall have access to such Meters, Valves and Controls for examination and inspection at all reasonable times, *provided* that Oak Lawn's access to the Meters, Valves and Controls shall be with prior notice to, and supervision by, personnel of the Municipal Customer. The reading for billing purposes, calibration and adjustment thereof shall be performed only by the employees or agents of Oak Lawn and only with Oak Lawn's authorization.

B. Annual Calibration. Not less than once in each Fiscal Year, Oak Lawn shall (1) for meters that can be calibrated in place, calibrate its meters in the presence of respective representatives of the Municipal Customers, and such Parties shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary, and (2) for meters that must be removed for calibration, coordinate with the Municipal Customer affected as to the time for such removal and calibration, identify to the Municipal Customer the testing company Oak

Lawn proposes to use for the calibration, and provide to the Municipal Customer a copy of any calibration reports and documentation showing the calibration results and any repairs or adjustments that are made. Except as otherwise expressly provided, the measurement of Chicago Water for the purpose of this Agreement shall be solely by Oak Lawn's meters located at the Points of Delivery.

C. Check Meters. Each Municipal Customer may, at its option, require that Oak Lawn furnish and install a check meter at the expense of the Oak Lawn Regional Water System, which expense shall be deemed a Transmission Main Maintenance Cost, in the event that Oak Lawn elects to modify the configuration of the Meters, Valves and Controls at that Municipal Customer's Point of Delivery as such Meters, Valves and Controls existed as of the Effective Date. Any such meter installed for a Municipal Customer will, upon acceptance by the Customer, be owned and operated by that Municipal Customer, provided each check meter does not interfere with the accuracy of the Oak Lawn meter. All check meters shall be of a type meeting the standards of the American Water Works Association for properly measuring the quantity of Chicago Water and shall be subject to inspection and examination by any employee or agent of Oak Lawn, but the calibration and adjustment thereof shall be only by the Municipal Customer, except during any period when a check meter may be used under the provisions of this Section for measuring the amount of Chicago Water delivered to the Municipal Customer, in which case such meters shall be calibrated by Oak Lawn in the presence of respective representatives of such Party and the Parties shall jointly observe any adjustment in case any adjustment is necessary. Except as may be expressly otherwise provided or agreed, the measurement of Chicago Water for the purpose of this Agreement shall be solely by Oak Lawn's meters located at the Points of Delivery.

D. Variance. If any Party at any time observes a variation between a delivery meter and a check meter, or any other evidence of meter malfunction, such Party shall promptly notify the other affected Party and the affected Parties shall then cooperate to procure an immediate calibration test and adjustment of such meter or may request an independent testing and adjusting service, and shall jointly observe any such adjustment. Each Party shall give the other Party not less than forty-eight (48) hours notice of the time of all tests of meters so that the other Party may have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this Section, proceed in the absence of said representative. If such test shall show any meter to be registering within two percent (2%) (plus or minus) of the correct quantity, it shall be considered accurate and the cost of all such testing shall be borne by the Party claiming the variation. If any such test shows any meter to be measuring incorrectly, (plus or minus) to any extent greater than two percent (2%) of the correct quantity, an adjustment shall be made with respect to the amount paid or to be paid to Oak Lawn for Chicago Water passing through such meter by mutual agreement between Oak Lawn and the affected Municipal Customer based upon the best data available, for a period extending back to the time when such inaccuracy began if such time is ascertainable, or for a period extending back one-half of the time elapsed since the last date of calibration (but in no event further back than a period of six months) if such time is not ascertainable, and the costs of such testing shall be borne by the Party responsible for the Meter.

E. Notice of Testing and Calibration. Each Party shall give the other affected Party not less than forty-eight (48) hours notice of the time of all tests of meters so that the other Party may

have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this Section, proceed in the absence of said representative. Every effort shall be made to perform meter maintenance and calibration during periods that are not high water demand periods, and during which water conservation rules are not in effect.

F. Unit of Measurement. The unit of measurement for Chicago Water delivered under this Agreement shall be one thousand (1000) gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall be so calibrated unless Oak Lawn and the Municipal Customers agree otherwise in writing. Should it become necessary or desirable to use cubic feet as the unit of measurement, the basis of conversion shall be that 7.48052 gallons is equivalent to one cubic foot.

G. Meter Malfunctions. If, for any reason, any meter is out of service or in disrepair so that the amount of Chicago Water delivered cannot be ascertained or computed from the reading thereof, then the Chicago Water delivered during the period such meter is out of service or in disrepair shall be deemed to be the registration of the check meter if one has been installed and is measuring accurately, or, in the event that no check meter has been installed or the check meter is registering inaccurately, shall be estimated:

(i) By correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations; or

(ii) If the error is not ascertainable by calibration tests or mathematical calculations, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately.

Section 10. Ownership.

A. Title to Chicago Water. Title to Chicago Water supplied hereunder shall remain with Oak Lawn to each Point of Delivery and, upon passing into the respective Municipal Customer Water System at the Point of Delivery, title to the Chicago Water shall pass to that Municipal Customer.

B. Oak Lawn Ownership. The ownership of the Oak Lawn Regional Water System including all System Projects is and shall be vested in Oak Lawn (except for the Orland Spur One Main, which shall be owned by Orland Park) and responsibility for the maintenance and repair of the Oak Lawn Regional Water System shall be solely that of Oak Lawn.

Section 11. Transfer of Property Rights.

A. Conveyance of Southwest Customer Easements. The Southwest Customers agree to grant or provide the following interests in land or property in connection with the following

elements of the Oak Lawn Regional Water System, to the extent that these elements are on land or property owned by the particular Southwest Customer:

(1) Oak Forest, Orland Park and Tinley Park shall grant to Oak Lawn such easements, licenses or rights of access for Oak Lawn to Meters, Valves and Controls and other related facilities to be operated by Oak Lawn pursuant to Section 9.A as are reasonably necessary for Oak Lawn's operation of the Oak Lawn Regional Water System, within ninety (90) days after Oak Lawn provides notice and a proposed form of grant to the affected Southwest System Customer; and

(2) the affected Southwest System Customers shall grant to Oak Lawn the necessary easements, licenses, permits or rights of access for those portions of the 2013 Regional System Improvements described in the nine bid packages listed in *Exhibit "C"*, within ninety (90) days after Oak Lawn provides notice and a proposed form of grant to the affected Southwest System Customer for a particular bid package for which the easement, license, permit or right of access is necessary; and

(3) an easement, license, permit or right of access for an existing element of the Oak Lawn Regional Water System that Oak Lawn discovers is in place as of July 1, 2013 on land or property owned by a Southwest System Customer, within one hundred eighty (180) days after Oak Lawn provides a written request pursuant to notice and a proposed form of grant to the affected Southwest System Customer for that particular element that is fully described in the notice, and for which there is no easement, license, permit or right of access in place as of the date of the notice.

(4) an easement, license, permit or right of access for an existing element of the Oak Lawn Regional Water System that Oak Lawn discovers is in place on land or property owned by a Southeast System Customer, within one hundred eighty (180) days after Oak Lawn provides a written request pursuant to notice and a proposed form of grant to the affected Southeast System Customer for that particular element that is fully described in the notice, and for which there is no easement, license, permit or right of access in place as of the date of the notice.

Any easement, license, permit or right of access requested by Oak Lawn pursuant to this Section shall not require the Southwest System Customer to relocate, alter or modify existing improvements or facilities in any way that would disrupt the continued operations and purposes of that Southwest System Customer. Oak Lawn agrees that any costs and expenses (such as legal or engineering fees) incurred by the Southwest System Customers in connection with the provision of any such easements, licenses or other rights to Oak Lawn shall be reimbursed by Oak Lawn as a cost of the Oak Lawn Regional Water System. The Southwest System Customers agree to reasonably assist (at the expense of the Oak Lawn Regional Water System) with the acquisition of other easements, licenses or rights of access on land or property located within their respective boundaries, upon written request from Oak Lawn that identifies a specific parcel of land or property.

B. Acquisition of Property. Oak Lawn shall, immediately after the Effective Date of this Agreement, commence all actions necessary to acquire all easements, licenses, and rights of access not already owned by Oak Lawn necessary for construction and operation of the 2013 Regional System Improvements or for continued effective operation of the Oak Lawn Regional Water System and to fulfill the requirements of Section 13. All such easements, licenses, and rights of access shall be obtained by Oak Lawn at Oak Lawn's expense as a cost of the Oak Lawn Regional Water System.

C. License to Use the Orland Spur One Main. For the term of this Agreement, Orland Park hereby grants to Oak Lawn a license to operate, use, maintain, test, inspect, repair, remove, and replace, together with all reasonable rights of ingress and egress necessary for the exercise of the license, as a part of and an expense of the Oak Lawn Regional Water System, the Orland Spur One Main. The Orland Spur One Main is owned by Orland Park and such ownership shall continue to be held by Orland Park. Orland Park reserves the right (i) to test and inspect the Orland Spur One Main at any time without notice to Oak Lawn, and (ii) to repair, or to remove and replace, the Orland Spur One Main following notice to Oak Lawn and Oak Lawn's failure to complete the necessary repair, or removal and replacement, following ninety (90) days notice to Oak Lawn of the need for the repair, or removal and replacement. Orland Park will submit evidence of all costs and expenses incurred in connection with any such repair, or removal and replacement, and such costs and expenses shall be reimbursed by Oak Lawn to Orland Park and such costs and expenses shall be treated by Oak Lawn as costs and expenses of Oak Lawn Regional Water System.

D. (1) Construction of the Orland Spur Two Main. As part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct and install the Orland Spur Two Main, the cost of which will be borne and paid for by Orland Park as part of Orland Park's share of the Capital Costs and Charges. The Orland Spur Two Main shall be designed and constructed in accordance with Oak Lawn's specifications, including but not limited to the flow meter configuration and the corrosion control system. *(2) Alternate Pipe Size Election.* Oak Lawn shall include alternate bid items in the bid package for the Orland Spur Two Main for alternate pipe sizes for the Main that are larger than 24-inches in diameter as requested by Orland Park. Oak Lawn shall notify Orland Park of the prices received for the alternate pipe sizes; in the event that Orland Park notifies Oak Lawn that Orland Park elects to have the Main be constructed in one of the alternate pipe sizes, Oak Lawn shall include the alternate pipe size elected by Orland Park in the contract for that bid package. Oak Lawn shall include the additional cost of construction of the Main resulting from the election of the alternate pipe size in the relevant bid package which shall be financed by the issuance of New Series Bonds. Orland Park shall be allocated that portion of the bid package attributable to the additional cost of the alternate pipe size and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package.

E. Palos Hills Connection and Pump Station Building. As part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct and install the Palos Hills Connection and a new metering station, the cost of which will be borne and paid for by Palos Hills as part of Palos Hills' share of the Capital Costs and Charges up to the amount of \$2,666,670. Oak Lawn shall include any costs in excess \$2,666,670 for the construction of the Connection and Metering Station in Bid Package 8 which shall be financed by the issuance of New Series Bonds.

Palos Hills shall be allocated that portion of Bid Package 8 in excess \$2,666,670 and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for Bid Package 8. A Pump Station Building, of which the Metering Station shall be a part, shall be funded, designed, constructed and owned by Palos Hills separate from this Bid Package. Oak Lawn and Palos Hills shall cooperate with one another with respect to their funding, design, and construction obligations hereunder so as to maximize project efficiency and minimize conflicts and costs. Oak Lawn shall retain ownership to the piping and all appurtenances to the downstream flange of the first valve after the flow meter and Palos Hills shall grant Oak Lawn right of access to the Pump Station Building for the purpose of maintaining said piping and appurtenances. The Pump Station Building, including Metering Station, will be owned by Palos Hills and such ownership shall continue to be held by Palos Hills, and Oak Lawn shall have no right or obligation to operate, use or maintain the Pump Station Building except for said piping and appurtenances described herein. Palos Hills shall be named as the owner on any permit or easement related to the Pump Station Building.

Section 12. Construction by Municipal Customers. The Municipal Customers will with all practicable speed, prepare and complete plans for the construction of their respective Municipal Customer Improvements. Each Municipal Customer will ensure that its respective (1) Municipal Customer Improvements and (2) Future Improvements to its respective Municipal Customer Water System performed by the Municipal Customer, shall be made in accordance with sound engineering principles, constructed in a reasonable and workmanlike manner and designed in a manner compatible with the Oak Lawn Regional Water System to allow effective delivery of Chicago Water to such Municipal Customer. Oak Lawn shall have the right, but not the obligation, to review and comment on all studies, construction drawings, and contract documents for the construction of said Municipal Customers Improvements and Future Improvements. Oak Lawn's approval shall not be unreasonably withheld. Upon completion, the Municipal Customer Improvements shall be deemed part of the respective Municipal Customer Water System.

Section 13. Coordination and Completion of the 2013 Regional System Improvements and Future Projects.

A. 2013 Regional System Improvements. Oak Lawn will construct the 2013 Regional System Improvements with due diligence. Oak Lawn will undertake to work and cooperate with the Municipal Customers to establish construction schedules which will efficiently cause acquisition and construction of the System Projects that comprise the 2013 Regional System Improvements so as to meet the needs of the Municipal Customers with minimal disruptions of service, and the Municipal Customers shall likewise work and cooperate with Oak Lawn to such end and to provide such facilities within each respective Municipal Customer Water System as will permit the Oak Lawn Regional Water System to efficiently serve such needs. Subject to *force majeure*, Oak Lawn will endeavor to complete the 2013 Regional System Improvements by December 31, 2027. Further, Oak Lawn shall proceed with due diligence to construct the 2013 Regional System Improvements. Oak Lawn shall not change any route approved herein for the 2013 Regional System Improvements to a route which is not through Cook County Forest Preserve District land without Corporate Consent Obtained. Further, beginning with Bid Package 4A and for all subsequent Bid Packages, Executive Consent Obtained is required to award a Bid Package,

approve engineering (design and construction) contracts for such Bid Package and approve any additional engineering requirements exceeding \$5,000 per Bid Package.

B. Contracts. All contracts and agreements for work contemplated by this Agreement shall be awarded by Oak Lawn pursuant to the procurement requirements of Oak Lawn's municipal code and in compliance with any procurement requirements of the IEPA (as and if applicable), except where another process is proposed by Oak Lawn and approved by two-thirds of Oak Lawn's corporate authorities. Oak Lawn shall include in all contracts and agreements for the design and construction of the 2013 Regional System Improvements and any future System Projects such terms and conditions that will provide reasonable and sufficient protection for Oak Lawn and the Municipal Customers to ensure the prompt and timely completion of the 2013 Regional System Improvements and future System Projects, as applicable. Such terms and conditions shall include, without limitation, submission of work schedules for review and approval, performance bonds and labor and material payment bonds from sureties with appropriate ratings and assets for the specific project, and liquidated damages.

C. Palos Park Option to Upgrade the Size of Its System Connection Main. The Southwest System Customers acknowledge that, as part of the 2013 Regional System Improvements, Oak Lawn will design, construct and install the transmission main that connects the West Side Transmission Main to the Palos Park Point of Delivery (the "*Palos Park System Connection Main*"), the cost of which will be borne and paid for by Palos Park as part of Palos Park's share of the Capital Costs and Charges. Oak Lawn shall include alternate bid items in the bid package for the Palos Park System Connection Main for alternate pipe sizes for the Palos Park System Connection Main that are larger than 10-inches in diameter as requested by Palos Park. Oak Lawn shall notify Palos Park of the prices received for the alternate pipe sizes. In the event that Palos Park notifies Oak Lawn that Palos Park elects to have the Palos Park System Connection Main be constructed in one of the alternate pipe sizes, Oak Lawn shall include the alternate pipe size elected by Palos Park in the contract for that bid package. Within thirty (30) days after completion and final approval of the Palos Park System Connection Main and the submission of an invoice by Oak Lawn to Palos Park therefor, Palos Park is to reimburse Oak Lawn for the additional cost of construction of the Palos Park System Connection Main resulting from the election of the alternate pipe size, and Palos Park is not to pay any additional amount as a part of the Capital Costs and Charges due to the election of the alternate pipe size. Alternatively, at the request of Palos Park, Oak Lawn shall include the additional cost of construction of the Palos Park System Connection Main resulting from the election of the alternate pipe size in the relevant bid package which shall be financed by the issuance of New Series Bonds. Palos Park shall be allocated that portion of the bid package attributable to the additional cost of the alternate pipe size and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package.

D. Realignment of Transmission Main. Oak Lawn and the Southwest System Customers agree to a realignment of the Transmission Main for Bid Package 7A (Cross-Town Connection to Booster Station 2) and Bid Package 7B (Orland Park Spur Two Main), such that the intersection of the improvements financed by Bid Package 7A and Bid Package 7B occurs at a point south of 151st Street as shown on *Exhibit C-1* attached hereto (with such further changes or modifications as approved by Executive Consent Obtained). Orland Park shall be allocated \$812,800 of any

additional costs resulting from this realignment (including 36-inches of the 60-inch pipe running south of 151st Street along the Com-Ed corridor, engineering costs, construction services, permit fees and easements) and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package. Any additional costs as a result of the realignment in excess of \$812,800 shall be paid by the Municipal Customers as a part of the Capital Costs and Charges.

E. Southeast System Redundancy Project. Subject to Southeast System Customer's mutual approval as provided herein below, as part of the 2013 Regional System Improvements, Oak Lawn will design, construct, and install the Southeast System Redundancy Project. For the purpose of additional redundancy for the Oak Lawn Regional Water System, Tinley Park has agreed to allow a permanent 24-inch connection to the Tinley Park Branch System at approximately 183rd Street and Ridgeland Ave. and the use of the Tinley Park Branch System coming from Booster Station #2 (the "*Southeast System Redundancy Project*"). Additional water meters shall be installed if needed for exact water usage determinations. When at least two of the Southeast System Customers determine and mutually approve the Southeast System Redundancy Project improvements, then Oak Lawn shall begin the design process.

Oak Lawn shall issue New Series Bonds to pay the costs of the Southeast System Redundancy Project. The Municipal Customers (including the Southeast System Customers) shall pay \$10,000,000 of such costs as part of the Capital Costs and Charges and according to each Municipal Customer's Proportionate Share. Any additional costs above \$10,000,000 shall be paid by the Southeast System Customers who approve the Southeast System Redundancy Project, with each participating Southeast System Customer's allocation being determined by the Cost Methodology after the preliminary design has been finished. Approval of the Southeast System Redundancy Project shall be evidenced by Corporate Consent Obtained of those participating Southeast System Customers.

Section 14. Air Gap. Each Municipal Customer shall install and maintain an Oak Lawn approved backflow prevention device immediately downstream of the Point of Delivery. Such device (or devices) shall take the form of an air gap or approved bypass system (for emergency use only). Air gap based backflow prevention shall provide a minimum of six (6) inches between the highest possible receiving water level in the Municipal Customer's Water System and the point of discharge to the air gap. Approved bypass system (for approved emergency use only) shall provide suitable provisions for backflow prevention, isolation, flow control, Oak Lawn Regional Water System remove control and monitoring, and standard operating procedure to prevent risk of contamination at the Point of Delivery. No water utilization equipment, service connections, etc. shall be connected to the Municipal Customer's Water System between the Point of Delivery and the Oak Lawn approved backflow prevention device.

Section 15. Price and Terms of Payment; Certain Limits on Rates and Charges; True Up; Recognition of Lien of Bonds. In the periods as indicated, each of the Municipal Customers shall pay to Oak Lawn its respective share of Aggregate Costs and other amounts due upon the terms set forth. In each Fiscal Year, Oak Lawn shall provide a summary of Aggregate Costs to

each of the Municipal Customers in the Aggregate Costs Template included in *Exhibit "Q"*, or such other format as may be approved by Executive Consent Obtained.

A. Operation and Maintenance Costs. All elements of Operation and Maintenance Costs shall be due and payable monthly and shall be in default if not paid within thirty (30) days after the due date.

(1) Each Municipal Customer shall pay an amount equal to the amount payable by the Oak Lawn Regional Water System to Chicago for the month pursuant to the Chicago-Oak Lawn Agreement or any successor agreement for the measured amount of Chicago Water delivered by Oak Lawn to that Municipal Customer at its Point or Points of Delivery. Such amount shall be stated in a dollar cost per 1,000 gallons of Chicago Water delivered times the gallons so delivered.

(2) Each Municipal Customer shall pay an amount equal to the amount of Electricity Costs incurred for the month by the Oak Lawn Regional Water System times such Municipal Customer's share of such costs as shown in *Exhibit "F"*. Such amount shall be stated in a dollar cost per 1,000 gallons of Chicago Water delivered times the gallons so delivered, and, except upon Executive Consent Obtained, shall not be adjusted during the course of a given Fiscal Year from the rate in effect at the start of such Fiscal Year or, if a rate increase is known to become effective at the start of such Fiscal Year, then also giving effect to such rate increase as of its effective date.

(3) Each Municipal Customer shall pay an amount equal to the amount of Pump Station Maintenance Costs required for the Fiscal Year by the Oak Lawn Regional Water System times such Municipal Customer's share of such costs as shown in *Exhibit "G"*. Such amount shall be stated in a dollar cost per 1,000 gallons of Chicago Water delivered times the gallons so delivered, and, except upon Executive Consent Obtained, such amount shall not be adjusted during the course of a given Fiscal Year.

(4) Each Municipal Customer shall pay an amount equal to the amount of Transmission Main Maintenance Costs required for the Fiscal Year by the Oak Lawn Regional Water System times such Municipal Customer's share of such costs as shown in *Exhibit "H"*. Such amount shall be stated in a dollar cost per 1,000 gallons of Chicago Water delivered times the gallons so delivered, and, except upon Executive Consent Obtained, such amount shall not be adjusted during the course of a given Fiscal Year.

(5) Each Municipal Customer shall pay an amount equal to the System Operations Costs required for the Fiscal Year by the Oak Lawn Regional Water System at the Common Usage Rate, and, except upon Executive Consent Obtained, such rate shall not be adjusted during the course of a given Fiscal Year from the rate in effect at the start of such Fiscal Year.

B. Capital Costs and Charges. All elements of Capital Costs and Charges shall be due and payable quarterly on the last business day of the months selected by Oak Lawn as provided in Section 20.B, and shall be in default if not paid within thirty (30) days after the due date.

(1) Each Municipal Customer shall pay an amount equal to the amount of Capital Costs and Charges required for the Fiscal Year by the Oak Lawn Regional Water System as budgeted for such Fiscal Year (a) divided by four to represent a quarterly amount and (b) times such Municipal Customer's Proportionate Share of such costs.

(2) Each Municipal Customer shall pay its Default Proportionate Share of Default Costs Allocable to Bonds within thirty (30) days after receipt of notice from Oak Lawn that such costs are due.

C. Other Non-Operating Charges. All elements of Other Non-Operating Charges shall be due and payable monthly and shall be in default thirty (30) days after the due date.

(1) Each Municipal Customer shall pay an amount equal to the amount of all Other Non-Operating Charges required for the Fiscal Year by the Oak Lawn Regional Water System at the Common Usage Rate, and, except for payment of Default Costs Allocable to Other Aggregate Costs or upon Executive Consent Obtained, shall not be adjusted during the course of a given Fiscal Year from the rate in effect at the start of such Fiscal Year.

(2) Other Non-Operating Charges shall include an accumulation for a reserve for the Oak Lawn Regional Water System for Operation and Maintenance Costs (the "*O&M Reserve*" which reserve is intended to provide for unforeseen increases in such costs, Default Costs, or, as provided in the proceedings for the issuance of the Bonds, to pay Bonds in the event there has been a default in the payment of Capital Costs and Charges or to pay Bonds issued in the form of a revolving line of credit). The amount so accumulated for the O&M Reserve shall not exceed the sum of (a) the cost of Chicago Water for the previous Fiscal Year divided by 12 plus (b)(i) all Operation and Maintenance Costs for the previous Fiscal Year minus said cost of Chicago Water for the previous Fiscal Year (ii) divided by 4. The required amount of the O&M Reserve shall be accumulated at the Common Usage Rate of \$0.08 (8 cents) per 1,000 gallons of Chicago Water delivered times the gallons so delivered. Draws upon said reserve shall be replenished, to the extent required, in the second Fiscal Year after such draws. Increases in the required amount of said reserve, in each year after Fiscal Year 2018, shall be fully funded, at a Common Usage Rate to be determined, in the two (2) Fiscal Years after the amount of such increase is determined. The accumulation of the O&M Reserve provided for by this provision is payable as an Other Non-Operating Charge, but the expenditure of amounts in the O&M Reserve will be for specific Operations and Maintenance Costs categories (*e.g.*, Chicago Water, Electricity Costs, or Pump Station Maintenance Costs) and Municipal Customers and Future Water Customers shall be charged for replenishment on the basis of such cost categories pursuant to the true-up provisions of Section 15.E.

Other than as set forth in this section, no Other Non-Operating Charges shall be charged by the Oak Lawn Regional Water System for reserves for Operation and Maintenance Costs.

(3) Beginning in Fiscal Year 2014, Other Non-Operating Charges shall include an amount in each Fiscal Year budgeted to produce an annual contribution (the “*Annual Contribution*”) to provide funding up to full funding (“*Full Funding*”) of the Renewal, Repair and Replacement Reserve Fund and thereafter for deposit to the unencumbered reserves of the Oak Lawn Regional Water System. The Annual Contribution amount shall be not less than \$750,000 for Fiscal Year 2014, and said sum of \$750,000 adjusted for any increase or decrease in the PPI in each Fiscal Year thereafter multiplied in each such year by a fraction the numerator of which is the amount of Chicago Water delivered through the Oak Lawn Regional Water System to Municipal Customers that are paying for the Annual Contribution at the Common Usage Rate and the denominator of which is all Chicago Water delivered through the Oak Lawn Regional System to Municipal Customers. The Annual Contribution may be increased pursuant to the approved Asset Management Program. Amounts in the Renewal, Repair and Replacement Reserve Fund may be expended only for Major Capital Costs or System Repairs or, as provided in the proceedings for the issuance of the Bonds, for Default Costs, or to pay Bonds in the event there has been a default in the payment of Capital Costs and Charges. Amounts in the Renewal, Repair and Replacement Reserve Fund may be expended for Major Capital Costs only pursuant to the Asset Management Program. Amounts to be expended for System Repairs and for Major Capital Costs which in any given Fiscal Year are in excess of \$1,500,000 must be pursuant to Executive Consent Obtained. Full Funding of the Renewal, Repair and Replacement Reserve Fund shall be \$5,000,000 as measured in Fiscal Year 2014 and said sum of \$5,000,000 adjusted for any increase or decrease in PPI for each Fiscal Year thereafter. Full Funding may be increased pursuant to the Asset Management Program. Annual Contributions received at such time as the Renewal, Repair and Replacement Reserve Fund is at Full Funding will be retained in the unencumbered reserves of the Oak Lawn Regional Water System. Except in the event amounts provided for the Renewal, Repair and Replacement Reserve Fund are expended for Bond payments, the Annual Contributions are not subject to the true-up provisions of Section 15.E.

(4) Other Non-Operating Charges assessed for insurance reserve purposes shall only be made pursuant to the report and recommendation of an independent insurance consultant having a nationally recognized reputation for competence in such matters and specifying both the amount of such reserves as should be reasonably available and the rate of accumulation of same.

(5) Each Municipal Customer shall pay its share of Default Costs Allocable to Other Aggregate Costs, which share shall be as follows: (a) first, in any given Fiscal Year, Oak Lawn shall pay all Default Costs up to an amount equal to the Equitable Return received by Oak Lawn for the previous Fiscal Year and (b) thereafter, all Municipal Customers (including Oak Lawn) not in default under this Agreement shall pay a share of remaining Default Costs equal to the proportion of Chicago Water delivered to such Municipal Customer in the previous Fiscal Year to the Chicago Water delivered to all

Municipal Customers (including Oak Lawn) not in default under this Agreement during such Fiscal Year.

D. Old Bonds Payments. Each Municipal Customer shall pay to Oak Lawn the amounts due on the Old Bonds at the times and in the amounts determined as required in *Exhibit "K"*.

E. True Up. On an annual basis, after adequate time is allowed for the accounting and auditing of the accounts of the Oak Lawn Regional Water System, each Municipal Customer shall receive a statement with supporting data and information of its proper share of the prior year's actual Aggregate Costs for the Regional System. Such statement shall include the amount by which each Municipal Customer may have overpaid or underpaid such actual Aggregate Costs in comparison to the approved budget for the Oak Lawn Regional Water System. Each Municipal Customer who underpaid such actual Aggregate Costs as compared to the approved budget shall make up such underpayment in the following Fiscal Year (that is, the second Fiscal Year after the Fiscal Year for which the accounting is provided due to the adequate timing that is necessary to complete such accounting). Each Municipal Customer will pay such actual Aggregate Costs classified by the particular category (*i.e.*, Operation and Maintenance Costs such as Chicago Water, Electricity Costs, Pump Station Maintenance, Transmission Line Maintenance or System Operations Costs and Capital Costs and Charges) under the same allocation method used in preparing the approved budget. Each Municipal Customer who overpaid such actual Aggregate Costs shall receive a credit in that same Fiscal Year in which underpayments would be made, such credit being allocable by the particular category (*i.e.*, Operation and Maintenance Costs such as Chicago Water, Electricity Costs, Pump Station Maintenance, Transmission Line Maintenance or System Operations Costs and Capital Costs and Charges) under the same allocation method used in preparing the approved budget. Such makeup of underpayments or receipt of credit as provided in this Section 15.E shall be divided into twelve (12) equal monthly installments unless otherwise mutually agreed between Oak Lawn and an affected Municipal Customer, and such underpayments shall be payable as an Aggregate Cost. Such True Up as described herein is subject to approval by Executive Consent Obtained. In addition, beginning in Fiscal Year 2021, the cost of water leakage out of the Oak Lawn Regional Water System (being the variance between the amount of water billed by Chicago less the amount of water billed by the Oak Lawn Regional Water System to the Municipal Customers) for the previous year (Fiscal Year 2020) shall be paid by each Municipal Customer according to each Municipal Customer's Proportionate Share.

F. Recognition of Lien of Bonds. Each Municipal Customer acknowledges that all of the moneys paid over and held by Oak Lawn in the funds and accounts of the Oak Lawn Regional Water System, except those monies properly held for Operation and Maintenance Costs, may be subject to the prior lien of Bonds, may be pledged by Oak Lawn without limitation and in such order of priority among Bonds as Oak Lawn shall determine, and may be held by a trustee, Bondholder, or otherwise in a pledged account, and may be expended without any further action on the part of any person to pay Bonds, all as may be stated in the proceedings adopted by Oak Lawn in the authorization and issuance of Bonds.

Section 16. Payments to Chicago.

A. Timely Payments. Oak Lawn shall make timely payments to Chicago pursuant to the Chicago-Oak Lawn Agreement. Oak Lawn shall have the sole discretion as to the form of payment to Chicago for any amounts that Oak Lawn is charged under the Chicago-Oak Lawn Agreement. Any discounts, rebates or other incentives received from Chicago by Oak Lawn as a result thereof shall be the sole property of Oak Lawn and shall not affect the payment obligations of the Municipal Customers hereunder; *provided, however,* that any such discount, rebate or other incentive so received from Chicago on account of early payment to Chicago shall be shared proportionately with each Southwest System Customer and Oak Lawn which have provided early payments so as to accommodate the payments to Chicago.

B. Late Payments. In the event that Oak Lawn makes a late payment to Chicago because of circumstances within Oak Lawn's control, Oak Lawn shall pay any interest and penalty costs due to Chicago pursuant to the Chicago-Oak Lawn Agreement and such interest and penalty costs shall not be costs of the Oak Lawn Regional Water System. If the cause of the late payment is within Oak Lawn's control and Oak Lawn fails to pay Chicago for two (2) consecutive months, the Municipal Customers may pay Chicago directly for Chicago Water. In the event that Oak Lawn makes a late payment to Chicago because of a late payment by a Municipal Customer, the interest and penalty costs due to Chicago shall be paid by the Oak Lawn Regional Water System.

Section 17. Arrearages. Any Municipal Customer which does not pay its share of Aggregate Costs when due shall be in arrears to such amount ("*Arrearages*"). All Arrearages shall be payable immediately without demand and shall bear interest until paid at the rate equal to the average rate of interest on all Bonds then outstanding plus two percent (2%) or if no Bonds are outstanding then one and a half percent (1-1/2%) per month (without compounding) or at the otherwise then highest taxable rate which may be paid by an Illinois non-home rule municipality on its bonds (of any kind), if such rate be lesser. Payments of Arrearages, when received, shall be credited pro rata to the Municipal Customers who may have paid Default Costs on account of such Arrearages as soon as practicable within the billing cycle.

Section 18. Further Covenants. The following covenants are made by all Parties to this Agreement.

A. Payments Due Hereunder are Limited to Revenues Pledged. All payments to be made under this Agreement are payable solely and only from the revenues of the Municipal Customer Water Systems, and all payments due under this Agreement shall be a continuing valid and binding obligation of each such municipality payable from the revenues derived from the operation of each such system for the period of years of this Agreement. This Agreement shall not be a debt within the meaning of any constitutional or statutory limitation under the laws of the State of Illinois. No prior appropriation shall be required before entering into this Agreement, and no appropriation shall be required to authorize payments to be made under the terms of this Agreement. Notwithstanding the provisions of this Section 18.A, the Municipal Customers and Oak Lawn are not prohibited by this Agreement from using other available funds to make the payments required by this Agreement.

B. Lien Priority of Payments Under Agreement. Each Municipal Customer shall provide in all future documents or proceedings obligating the revenues of its respective Municipal Customer Water System, and, for Oak Lawn, of the Oak Lawn Retail Water System, that all payments made under this Agreement shall be deemed and treated as operation and maintenance costs, having a first lien and priority with other such costs of such system, on the revenues of the Municipal Customer Water System or the Oak Lawn Retail Water System, as applicable.

C. Mutual Cooperation in Issuance of Obligations. Each Municipal Customer shall cooperate with Oak Lawn in the issuance of Bonds, and Oak Lawn shall cooperate with each Municipal Customer in the issuance of the Municipal Customer's bonds or other obligations of its Municipal Customer Water System. In such connection, each Municipal Customer and Oak Lawn will comply with all reasonable requests of the other and will, upon request, do as follows: (1) make available in a timely manner general and financial information about itself; (2) consent to publication and distribution of its financial information; (3) certify that general and financial information about it is accurate, does not contain an untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading; (4) make available certified copies of official proceedings, minutes, ordinances, resolutions, orders and documents related to this Agreement or its respective duties hereunder; (5) provide reasonable certifications to be used in a transcript of closing documents in connection with such Bonds or other obligations; and (6) provide and pay for reasonably requested opinions of counsel as to the validity of its actions taken with respect to and the binding effect of this Agreement, title to its Municipal Customer Water System, as applicable, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions. Specifically, in connection with a bond rating, bond issuance or bond continuing disclosure agreement, each Municipal Customer shall provide financial information about itself within sixty (60) days of request by Oak Lawn.

D. Segregate Revenues. Each Municipal Customer shall provide for the segregation of all revenues of its Municipal Customer Water System in such system fund or account and provide for the application of the necessary portion of the revenues for the purpose of this Agreement. An amount of funds of a Municipal Customer Water System which exceeds the obligations of such Municipal Customer hereunder may be used by that Municipal Customer for any lawful corporate purposes to the extent permitted by law. All Regional System Revenues shall be deposited in the funds and accounts of the Oak Lawn Regional Water System and used for purposes of the Oak Lawn Regional Water System. Any interest or other earnings on Regional System Revenues shall be considered Regional System Revenues.

E. General Covenant to Operate Properly. From time to time, Oak Lawn and each Municipal Customer will take steps reasonably necessary so that the Oak Lawn Retail Water System and each respective Municipal Customer Water System may at all times be operated properly and efficiently.

F. Accounting and Audit. Each Municipal Customer will make and keep proper books and accounts (separate and apart from all other records and accounts of such Municipal Customer) in which complete entries shall be made of all transactions relating to its Municipal Customer Water System, and, within two hundred ten (210) days following the close of each fiscal year of

such Municipal Customer, it will cause the books and accounts of its Municipal Customer Water System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of its Municipal Customer Water System, and each Municipal Customer shall promptly upon receipt provide a copy of such audit to Oak Lawn. Likewise, Oak Lawn will make and keep proper books and accounts (separate and apart from all other records and accounts of Oak Lawn) in which complete entries shall be made of all transactions relating to the Oak Lawn Regional Water System and, within two hundred ten (210) days following the close of the Fiscal Year, Oak Lawn will cause the books and accounts of the Oak Lawn Regional Water System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of the Oak Lawn Regional Water System, and Oak Lawn shall promptly upon receipt provide a copy of such audit to the Municipal Customers.

G. Maintain Ownership of Oak Lawn Regional Water System and Municipal Customer Water System and Properties. Oak Lawn with respect to the Oak Lawn Regional Water System and each Municipal Customer with respect to its Municipal Customer Water System will continue to own and possess such systems and will, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, dispose of property which is part of such systems only to the extent that such property is no longer useful or profitable in the operations of such systems.

H. Tax Status. (1) No Municipal Customer shall use or permit to be used any of the Chicago Water acquired under this Agreement or operate its Municipal Customer Water System in any manner or for any purpose or take any other action or omit to take any action which could, either alone or in conjunction with any other similar actions by that Municipal Customer or any other Municipal Customers, result in loss of the exclusion from gross income for federal income tax purposes of the interest on any Bond or Bonds or entitlement of Oak Lawn to a credit payment from the United States Treasury (such as, for example, was available to units of local government for “build America bonds”) in lieu of all or part of such exclusion from gross income (any of such advantages being “*Tax-Advantaged Status*”), or which could be issued in the future, as such Tax-Advantaged Status is governed by the federal income tax laws, as amended from time to time, including but not limited to, Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction (collectively, the “*Tax Laws*”).

(2) At the time of execution of this Agreement, each Municipal Customer represents for itself that it has no contracts (other than standard retail service agreements or arrangements by which water service is provided to all retail customers pursuant to rate schedules or ordinances, as amended from time to time, in the discretion of the respective corporate authorities) whereby any person, corporation, partnership or other entity other than Mokena and New Lenox agrees to purchase from such Municipal Customer any water provided to such Municipal Customer under this Agreement for a period of more than thirty (30) days, except as shown in *Exhibit “J”* hereto, and such Municipal Customer has no current expectation of entering into any such contracts, except as set forth in *Exhibit “J”* hereto. Other than as provided in the above text relating to the Tinley Park Branch System providing service to Mokena, New Lenox, and the Illinois American Water Company and service by Orland Park to said water company in the “Alpine Heights” area, which may be provided at any time, at least sixty (60) days prior to entering into any contract

whereby any person, corporation, partnership or other entity agrees to purchase from any Municipal Customer any water provided to such Municipal Customer under this Agreement for a period of more than thirty (30) days, such Municipal Customer shall notify Oak Lawn of its intent to enter into such contract and provide copies of such contract to Oak Lawn. Within sixty (60) days after receipt of such notice, Oak Lawn shall advise such Municipal Customer as to whether, in the opinion of Bond Counsel selected by mutual agreement of the affected Municipal Customer and Oak Lawn, the entering into of such contract would result in a violation of the covenant in clause (1) above. The cost of this opinion shall be borne by such Municipal Customer. Any determination by Oak Lawn that any such contract would violate the covenant set forth in clause (1) above shall be made by Oak Lawn based upon the aforementioned opinion. In the event that allocations are necessary under the Tax Laws to determine whether entering into any such contract violates the covenant set forth in clause (1) above, Oak Lawn shall make such allocations, in its sole discretion, after receipt of an opinion of Bond Counsel as selected by Oak Lawn and paid for by such Municipal Customer.

I. Statement of Mutual Cooperation Process. The Statement of Mutual Cooperation Process (the “*Statement*”) set forth in *Exhibit “P”* attached is hereby incorporated by reference; *provided, however*, that notwithstanding any text therein which may imply the contrary, (1) any advice or recommendation resultant from the actions taken under the Statement are advisory only, not in any way mandatory or directory upon Oak Lawn, (2) all information to be supplied by Oak Lawn under the Statement shall be supplied in good faith in a commercially reasonable manner but is not guaranteed as to accuracy, (3) default or noncompliance under the Statement shall not obviate or diminish in any way any of the other obligations, duties or rights of any Party under this Agreement, and (4) enforcement of obligations or rights under the Statement shall be limited to actions for mandamus, declaratory relief, or the like, and no money damages may be awarded in connection with any such action. Nothing in this Section 18.I or *Exhibit “P”* shall diminish, limit or modify any other rights of the Municipal Customers under this Agreement or applicable law. All costs and expenses incurred as a result of the Working Groups (as defined in *Exhibit “P”*), except as specifically excluded in the immediately succeeding sentence, shall be treated as monthly Operation and Maintenance Costs of the Oak Lawn Regional Water System. The Southwest System Customers shall be solely responsible for any costs and expenses that the Southwest System Customers incur in conjunction with the Working Groups for independently retained experts and consultants, including but not limited to, auditors, accountants, architects, engineers and attorneys, and such costs and expenses shall not be included in the monthly Operation and Maintenance Costs of the Oak Lawn Regional Water System.

J. No Agency, Partnership or Joint Venture. Notwithstanding anything contained herein to the contrary, the Parties do not intend to create an agency, partnership, joint venture or employment relationship between the Parties and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the Parties. The Parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations under this Agreement.

Section 19. Service to Political Subdivisions. Any Municipal Customer entering into or renewing a wholesale contract or agreement with a person or entity constituting a governmental or like entity whose use of the services of the Oak Lawn Regional Water System would not

adversely affect the ability of Oak Lawn to issue Bonds having Tax-Advantaged Status (*i.e.*, any such person or entity not described in the first sentence of Section 18.H(2) above), shall obtain such covenants in such contract or agreement enabling such Municipal Customer to meet its covenants under this Section 19 and Section 18.H. Oak Lawn acknowledges that the execution of this Agreement by Mokena and New Lenox fulfills Tinley Park's obligation under this Section with respect to the contracts or agreements Tinley Park has with Mokena and New Lenox.

Section 20. Billings and Computations; Security Deposit in Certain Events.

A. Delivery; Computation; Verify. All bills or statements of charges will be made in writing by Oak Lawn and mailed and delivered electronically to an officer of the Municipal Customers selected by the Municipal Customer or, in the absence of such designation, to the Municipal Manager or Administrator of the Municipal Customer. All computations required by this Agreement shall be made by Oak Lawn. At the request of a Municipal Customer and upon payment by the Municipal Customer of all fees and expenses related thereto, the Municipal Customers reserve the right to review, verify and/or audit such bills and changes with such consultants and/or accountants as retained by the Municipal Customers at their own cost and expense.

B. Notify Each Month. Oak Lawn shall notify each Municipal Customer (except for Mokena and New Lenox as set forth in Section 20.E) of such Municipal Customer's amount of all Aggregate Costs other than Capital Costs and Charges for a month on or before the 5th business day of the following month. The Municipal Customer's amount of Aggregate Costs other than Capital Costs and Charges for a month shall be due and payable and must be received by Oak Lawn within fifteen (15) days after the date of notification. Oak Lawn shall notify each Municipal Customer of such Municipal Customer's amount of Capital Costs and Charges for each quarterly payment on or before the 5th business day of the month of the due date of such amount. The Municipal Customer's amount of Capital Costs and Charges for a quarter shall be due and payable and must be received by Oak Lawn on or before the last business day of the month.

C. Security Deposit in Certain Events. In the event (1) a Municipal Customer is rated below "BBB-" by S&P or "Baa3" by Moody's or (2) a Municipal Customer has defaulted on payments due under this Agreement, Oak Lawn may require such Municipal Customer to deposit money (the "*Security Deposit*") as security for payments due under this Agreement, upon written request. The Security Deposit shall be in an amount equal to the monthly average of the previous Fiscal Year's Aggregate Costs to that Municipal Customer and shall be paid immediately or accumulated in installments over time. The Security Deposit may be drawn upon at any time to make payments due and owing by the Municipal Customer under this Agreement or to avoid a default under this Agreement. If drawn upon, Oak Lawn may require the Municipal Customer to replenish said Security Deposit.

The Security Deposit shall be held in an account separate from all other accounts of Oak Lawn in trust for the purpose of making payments due under this Agreement. The Security Deposit may be invested in accordance with the investment policy of Oak Lawn. The investment income earned on the Security Deposit shall accrue to the benefit of the Municipal Customer in whose name such Security Deposit is established.

At its option, Oak Lawn may discontinue the requirement of the Security Deposit at any time and return the funds to the Municipal Customer in whose name the Security Deposit is held. However, Oak Lawn must return the Security Deposit to the Municipal Customer if (1) the Municipal Customer's rating has improved to "BBB-" (or higher) by S&P and "Baa3" (or higher) by Moody's and (2) the Municipal Customer has not been in default for a payment due under this Agreement for a period of three (3) years.

D. Access to Records; Disputes. In addition, Municipal Customers shall have access to Oak Lawn's water and financial department records at all reasonable business hours for the sole purpose of verifying the billing pursuant to this Section. If a Municipal Customer desires to dispute all or any part of any payments under this Agreement, the Municipal Customer shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to Oak Lawn identifying the charges that are disputed, the grounds for the dispute and the amount in dispute within ninety (90) days after the time that the Municipal Customer knew or should have known of the facts giving rise to the dispute. Upon receipt of the notification of dispute, Oak Lawn representatives shall meet with the Municipal Customer's representatives to resolve such dispute. No adjustment or relief on account of any disputed charges shall be made unless such disputed charges are the subject of the notice. Oak Lawn and the Municipal Customer shall promptly attempt and continue efforts to resolve the dispute. In the event that it is determined that the Municipal Customer shall have overpaid, the Municipal Customer shall receive a refund. No actions by the Parties hereto and none of the provisions of this Agreement shall in any way whatsoever relieve any Municipal Customer's payment obligations. Each Municipal Customer will in each Fiscal Year make all budgetary, emergency or other provisions or appropriations necessary to provide for and authorize the prompt payment by that Municipal Customer to Oak Lawn, during each Fiscal Year and on each payment date, of all the charges, payments and adjustments provided for in this Agreement.

E. Tinley Park Role in Billing Mokena and New Lenox. Oak Lawn shall notify Mokena and New Lenox directly with respect to their respective amounts of Capital Costs and Charges due according to Subsection B of this Section. Oak Lawn shall notify Tinley Park of all Aggregate Costs other than Capital Costs and Charges due from Mokena and New Lenox according to Section 20.B. Tinley Park shall remit the Aggregate Costs other than Capital Costs and Charges to Oak Lawn on behalf of Mokena and New Lenox, *provided, however,* that Tinley Park shall not be liable for such payments due from Mokena or New Lenox in the event that Mokena or New Lenox fails to pay. Tinley Park shall provide Oak Lawn with the details of each payment allocable to Mokena and New Lenox, including the amount of Chicago Water delivered to Mokena and New Lenox by Tinley Park.

Section 21. Future Water Customers; Special Connection Fees.

A. Permit Future Water Customers.

(1) Prior to entering into any written agreement for the purchase, sale, hypothecation or conveyance of Chicago Water pursuant to Section 21.A(2), Oak Lawn shall first provide notice to the Municipal Customers: (a) that there is Available Capacity for the Chicago Water covered by such an agreement and (b) whether or not Oak Lawn

proposes the Chicago Water to be sold, conveyed or hypothecated will be provided from the Oak Lawn Reserved Share and (c) the Proposed Component Cost Shares of any proposed Future Water Customer other than an Oak Lawn Reserved Share Customer as provided in the definition of Component Cost Share. In the event that Oak Lawn cannot provide Available Capacity as a result of a refusal by the Municipal Customers to approve repairs included in the approved Asset Management Plan for two years prior to the notice under this Section, then such lack of Available Capacity shall not preclude Oak Lawn from entering into a written agreement pursuant to Section 21.A(2).

(2) At any time after one year after the Oak Lawn Regional Water System is Substantially Complete and Operational, Oak Lawn may sell, hypothecate or otherwise convey the Chicago Water which is part of the Oak Lawn Reserved Share pursuant to agreements or contracts with Oak Lawn Reserved Share Customers on such terms as Oak Lawn may in its sole discretion agree. In the event of sales of the Oak Lawn Reserved Share, Oak Lawn shall pay a share of Electricity Costs, Transmission Main Maintenance Costs and Pump Station Maintenance Costs for such share in the same percentage as set forth in the Exhibits for such costs as the Municipal Customer most nearly located geographically to such Oak Lawn Reserved Share Customer. As to all other Aggregate Costs attributable to sale of the Chicago Water to an Oak Lawn Reserved Share Customer, except Capital Costs and Charges, Oak Lawn shall be deemed to have taken delivery of such Chicago Water.

(3) Except as otherwise provided in Section 21.A(2), Oak Lawn may enter into agreements or contracts with other Future Water Customers only upon Corporate Consent Obtained of Municipal Customers other than Oak Lawn having not less than 80% of the 2030 Allocations of all the Municipal Customers other than Oak Lawn.

B. To Pay Special Connection Fee for Capital Costs and Charges. On or prior to January 31, 2024, each Southeast System Customer shall pay (or deposit into escrow) the Special Connection Fee. The Special Connection Fee shall be calculated as follows: the Buy In Base multiplied by a fraction, the numerator of which is the Projected Proportionate Share, and the denominator of which is the sum of the Proportionate Shares of the Municipal Customers who are obligated to pay Proportionate Shares and Future Water Customers who have participated in the payment of Capital Costs and Charges for the full Fiscal Year preceding the Connection Fee Date (collectively, "*Participating Customers*"). This formula is further expressed as follows:

$\frac{\text{Projected Proportionate Share}}{\text{Proportionate Shares of the Participating Customers for a period preceding the Connection Fee Date during which all Customers paid Capital Costs and Charges}}$	X	Buy In Base	=	Special Connection Fee
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An example of the Special Connection Fee computation is shown in *Exhibit “M”*, which example shall be non-binding and for illustrative purposes only.

Such Special Connection Fee shall be paid to all Participating Customers on a proportionate basis based upon the following formula:

Special Connection Fee	X	Participating Customer’s Proportionate Share for a period preceding the Connection Fee Date during which all such Customers paid Capital Costs and Charges <hr/> The total Proportionate Shares of all Participating Customers for a period preceding the Connection Fee Date during which all such Customers paid Capital Costs and Charges	=	Participating Customer’s share of the Special Connection Fee
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C. To Pay Proportionate Shares. Oak Lawn shall require each Southeast System Customer to pay its Proportionate Share (as calculated below) of Capital Costs and Charges on a take or pay basis as is provided herein, having the effect of reducing the Proportionate Shares of Participating Customers, and, accordingly, the Proportionate Shares of Participating Customers will be adjusted to Alternative 2 as stated in *Exhibit “E”* or calculated pursuant to *Exhibit “E.1”* or as otherwise provided in this Agreement.

D. To Pay Old Bonds Special Connection Fee. Unless Oak Lawn receives Corporate Consent Obtained of all Municipal Customers other than Oak Lawn who have made payments of principal and interest on the Old Bonds, Oak Lawn agrees to charge any Future Water Customers other than an Oak Lawn Reserved Share Customer, who propose to utilize any portion of the improvements paid for by any portion of the Old Bonds not less than the amount of the Old Bonds Special Connection Fee or Oak Lawn may elect to pay said Old Bonds Special Connection Fee itself. On or prior to January 31, 2024, each Southeast System Customer shall pay (or deposit into escrow) the Old Bonds Special Connection Fee.

Section 22. Special Connection Fee Payments to Oak Lawn Retail Water System and Certain Municipal Customers. Subject to the terms of any proceeding, ordinance or resolution or related document such as an indenture of Oak Lawn relating to issuance of Bonds as to payments being made subordinate to other prior claims on Regional System Revenues (such as being payable from surplus or a surplus account or from generally available revenues after prior account requirements shall have been met), each of the Oak Lawn Retail Water System and certain of the Municipal Customers shall be entitled to receive the payments from the Oak Lawn Regional Water System of the Special Connection Fee in the relative amounts provided for same in Section 21.

Section 23. Indemnity/Insurance.

A. Municipal Customer Indemnity. Each Municipal Customer, to the fullest extent permitted by law, agrees to save, keep and hold Oak Lawn harmless from any and all damages of every kind, nature and description, including attorney’s fees, which Oak Lawn may suffer as a

result of that Municipal Customer's operation or use of that Municipal Customer Water System provided for herein and for any of that Municipal Customer's breaches of this Agreement.

B. Oak Lawn Indemnity. Oak Lawn, to the fullest extent permitted by law, agrees to save, keep and hold Municipal Customers harmless from any and all damages of every kind, nature and description, including attorney's fees, which Municipal Customer may suffer as a result of Oak Lawn's operation or use of the Oak Lawn Regional Water System provided for herein and for any of Oak Lawn's breaches of this Agreement.

C. Insurance. Each Municipal Customer with respect to its Water System and Oak Lawn with respect to the Oak Lawn Regional Water System shall insure or self-insure such systems against physical damages or losses, tort claims, unemployment insurance claims, and other losses commonly covered by insurance in such manner as is commonly provided in the industry for similar water system operations. All such insurance or self-insurance programs shall be in accordance with recommendations made not less often than every five (5) years by an independent insurance consultant who, in the case of self-insurance, shall provide recommended levels of reserves. Upon request, the Parties agree to supply each other copies of the current insurance recommendations and the status of insurance procured and reserves maintained in response thereto. Any insurance provided pursuant to this Agreement shall not limit the indemnity obligations of the Parties under this Agreement.

D. Notice of Claims. In the event of a potential claim under the indemnity obligations of this Agreement or under the insurance required by this Agreement, the Party making such a claim shall promptly notify the Party against which such a claim is directed of the nature of the claim, the extent of the claim, and such other information as to reasonably inform the other Party of the claim.

Section 24. Compliance with All Applicable Rules and Regulations. No Municipal Customer shall contaminate Chicago Water supplied by the Oak Lawn Regional Water System during delivery of such water through the Municipal Customer Water System. Oak Lawn reserves the right, based upon reasonable cause and following reasonable notice, given the circumstances, to make inspections of and perform tests with respect to those facilities within a Municipal Customer Water System which may affect the quality of Chicago Water supplied to the Municipal Customer through the Oak Lawn Regional Water System.

Section 25. Consequential Damages. In no event shall Oak Lawn be liable to any Municipal Customer for any special or consequential damages, including, but not limited to, loss of income, loss of revenue, loss of profits, loss of use, loss of capital, rental expenses, financing, reputation, overhead expenses, or interest, whether based on contract, tort, negligence, strict liability, or otherwise and arising from any cause whatsoever by performance under this Agreement or breach of this Agreement.

Section 26. Approvals and Consents; Corporate Consent Obtained; Executive Consent Obtained.

A. In General. Except as otherwise expressly provided or modified in this Agreement, any action subject to approval or consent or denial by the Municipal Customers shall be either by

Corporate Consent Obtained or Executive Consent Obtained. Except as otherwise expressly provided or modified in this Agreement, consent means the approval or consent of the Municipal Customers having 51% or more of the 2030 Allocations of all Municipal Customers who are Parties to this Agreement, Parties to the North Customer Agreements, Parties to the New Southeast Customer Agreements and Future Water Customers that have entered into Conforming Agreements that are in full force and effect.

B. Corporate Consent Obtained. Corporate Consent Obtained is consent by the corporate authorities of the Municipal Customers. Such consent or denial of consent may be provided, and shall be conclusively evidenced by, a copy, certified by a Party's acting or deputy or assistant Municipal Clerk and under such municipality's seal, of such proceedings, ordinances, resolutions or other records purporting to provide such consent or denial of consent. Consent or denial of consent must be received within sixty-five (65) days after the receipt of notice giving rise to the power of consent or denial of consent. If no consent or denial of consent is received from a given Municipal Customer within the time provided in the foregoing sentence (or other express provision relating to time of consent or denial), then such Municipal Customer shall be conclusively deemed to have provided the required written consent.

C. Executive Consent Obtained. Executive Consent Obtained is consent by the Municipal Manager or by the designee(s) of such Municipal Manager; *provided however*, if and only if the Municipal Manager and the designee(s) of the Municipal Manager are unavailable, the Mayor or President of the Municipal Customer may provide consent (the person so acting on any matter for a Municipal Customer being referred to herein as its "*Authorized Representative*"). Each Municipal Customer shall provide Oak Lawn up-to-date name and contact information, including official, mobile, and home telephone numbers and official email addresses for each Municipal Manager and Mayor or President. Unless otherwise provided, the notice provisions as set forth in Section 34 herein shall apply.

Unless otherwise provided, consent or denial of consent must be received within thirty (30) days after the receipt of notice giving rise to the power of consent or denial of consent. If no consent or denial of consent is received from a given Authorized Representative within the time provided herein (or other express provision relating to time of consent or denial), then such Municipal Customer shall be conclusively deemed to have provided the required written consent.

Section 27. Force Majeure. In case by reason of *force majeure* any Party to this Agreement shall be rendered unable wholly or in part to carry out any obligation under this Agreement, then if such Party shall give notice and full particulars of such *force majeure* in writing to the other Parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such *force majeure*, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The settlement of strikes and lockouts (as described in the definition of *force majeure*) shall be entirely within the discretion of the Party having the difficulty and that the above requirement that any *force majeure* shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party or Parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty. No *force majeure*

which renders any of the Parties unable to perform under this Agreement shall relieve a Party of its obligation to make the payments which constitute take or pay agreed-upon payments as set forth above in the payment terms in Sections 2 and 15.

Section 28. Enforcement.

A. Oak Lawn to Enforce. Oak Lawn will at all times take all reasonable measures permitted by law to collect and enforce payment of all payments, charges and adjustments provided for in this Agreement.

B. May Pursue Any Remedies. Every obligation assumed by or imposed upon Municipal Customers by this Agreement shall be enforceable by Oak Lawn by appropriate action or proceeding, and Oak Lawn may have and pursue any and all remedies provided by law for the enforcement of such obligation.

C. Failure by Oak Lawn. Failure on the part of Oak Lawn in any instance or under any circumstance to observe or fully perform any obligation assumed by or imposed upon it by this Agreement except its willful failure to supply Chicago Water hereunder without just cause, shall not relieve any Municipal Customer from making any payment to Oak Lawn or fully performing any other obligation required of it under this Agreement. Municipal Customers have and may pursue any and all other remedies provided by law for compelling performance by Oak Lawn of said obligation assumed by or imposed upon Oak Lawn.

D. Pursuit of Legal Remedies. In the event any payment due hereunder is not paid by Municipal Customer, Oak Lawn may pursue any and all legal options available to it under this Agreement and the laws of the State of Illinois.

Section 29. Default.

A. Oak Lawn May Immediately Terminate. Oak Lawn may, by written notice to a given Municipal Customer, immediately terminate this Agreement solely with respect to such Municipal Customer if:

- (1) That Municipal Customer admits in writing an inability to pay its obligations under this Agreement as they become due;
- (2) That Municipal Customer persistently fails to perform any of its payment obligations under this Agreement;
- (3) That Municipal Customer abandons operation of its Municipal Customer Water System; or
- (4) The Chicago-Oak Lawn Agreement is terminated.

B. Oak Lawn May Terminate After Notice and Opportunity to Cure. Subject to and upon completion of the dispute resolution provisions contained in Section 30, for all other defaults that

do not allow for immediate termination pursuant to Section 29.A, if a Municipal Customer shall fail, after thirty (30) days written notice of the Municipal Customer's default of any term of this Agreement, to cure, or undertake reasonable efforts to cure the default within ninety (90) days of the written notice if such cure cannot reasonably be completed within thirty (30) days, Oak Lawn may terminate this Agreement solely with respect to such Municipal Customer by providing written notice of termination to the Municipal Customer with a copy to the other Southwest System Customers. Such termination shall be effective upon Oak Lawn's sending of the written notice of termination.

C. Certain Effects of Termination. In the event of any termination, the Proportionate Shares as shown in *Exhibit "E"* or described in *Exhibit "E.1"* shall be recomputed among the remaining Municipal Customers using the Cost Methodology; and the Allocation of Electricity Costs as shown in *Exhibit "F"*, Allocation of Pump Station Maintenance Costs as shown in *Exhibit "G"*, and Allocation of Transmission Main Maintenance Costs as shown in *Exhibit "H"* shall be recomputed among the remaining Municipal Customers based on the methods for each such cost in the respective exhibits. In the event that Oak Lawn shall terminate with respect to Tinley Park, all rights of Mokena and New Lenox hereunder shall remain unaffected.

D. Municipal Customers May Not Terminate. Except as otherwise provided in Section 41 of this Agreement, Municipal Customers shall have no right to terminate, cancel or rescind this Agreement, nor any right to withhold from Oak Lawn payments due or to become due under this Agreement, nor any right to recover from Oak Lawn amounts previously paid under this Agreement (unless paid in error or contrary to the provisions of this Agreement or law), nor any right of reduction or set-off against the amounts due or to become due under this Agreement to Oak Lawn, nor any lien on any amounts in any fund established by Oak Lawn for any reason or on account of the existence or occurrence of any event, condition or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by the Municipal Customers or Oak Lawn or any other person; including by way of illustration and not limitation, by reason of the fact that the Oak Lawn Regional Water System in whole or in part is not completed, operable or operating; the output of the Oak Lawn Regional Water System in whole or in part is suspended, interrupted, interfered with, reduced or curtailed; either party to the Chicago-Oak Lawn Agreement, including Chicago, does not perform in whole or in part thereunder; any of the Municipal Customers' allocations of Chicago Water received from the IDNR is modified or terminated or any Municipal Customer or Future Water Customer does not perform in whole or in part under any agreement with Oak Lawn; it being the intent hereof that each Municipal Customer shall be absolutely and unconditionally obligated to make all payments under this Agreement, such obligations to survive termination of this Agreement. Oak Lawn will issue its Bonds in specific reliance upon the limitations set forth in this Section with respect to the rights of the Municipal Customers.

Section 30. Dispute Resolution.

A. Negotiation. The Parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. If any Party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a Party's failure to comply with this Agreement, then that Party may serve on the other Party

written notice, delivered as provided in Section 34, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Parties then, within seven (7) days, shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein.

B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section, Oak Lawn and the Municipal Customers shall continue to fulfill the terms of this Agreement to the fullest extent possible. Oak Lawn shall continue to provide Chicago Water to the Municipal Customers as provided by this Agreement. The Municipal Customers shall continue to make all payments to Oak Lawn for Chicago Water as provided by this Agreement, including all payments about which the Municipal Customers have or may have a dispute.

C. Remedies. Provided that the Parties have met their obligations under Section 30.A, the Parties shall be entitled to pursue such remedies as may be available in law and equity. The requirements of Subsection A of this Section 30 shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

Section 31. Substitution of More Favorable Provisions.

A. Copy Provided. Oak Lawn must provide, within seven (7) days after a request from the Southwest System Customers, a copy of any water sale, purchase or service agreement between Oak Lawn and any other Municipal Customer or Future Water Customer.

B. Customer Determination. If the Southwest System Customers learn of an Other Agreement that has a Favorable Provision, then the Southwest System Customers may each adopt an ordinance adding to this Agreement any such Favorable Provision from the Other Agreement and deleting from this Agreement the provisions, if any, for which any Favorable Provision has been substituted. Each Favorable Provision adopted by the Southwest System Customers must be substantially identical to the provision in the Other Agreement, and Oak Lawn must accept the Favorable Provision as a term of this Agreement, subject to the procedures set forth below. The Southwest System Customers acknowledge and agree that neither the North Customer Agreement nor the New Southeast Customer Agreement contains no such Favorable Provision.

C. Notice to Oak Lawn. Any Southwest System Customer adopting such an ordinance pursuant to this Section shall provide written notice to Oak Lawn of such action within thirty (30) days after such ordinance becomes effective. Such notice shall be delivered as provided in Section 34 and shall include a copy of the ordinance.

D. Disputes. If Oak Lawn disagrees with the action(s) taken pursuant to an ordinance adopted by a Southwest System Customer pursuant to this Section, such disagreement shall be initially subject to the process set forth in Section 30.

E. Mediation. If the Parties are unable to resolve their disagreement under this Section 31 through the dispute resolution process in Section 30, the Parties agree to attempt to

resolve any such disagreement under this Section 31 by mediation, which shall be conducted pursuant to any applicable Illinois law and the then current procedures of, and using a mediator from, ADR Systems or, if ADR Systems is unable to handle the mediation, the Association of Attorney-Mediators (Illinois Chapter), or any other procedure and mediator upon which the Parties may agree.

(1) The Parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation.

(2) Either Oak Lawn or the Southwest System Customers may commence the mediation process by providing to the other Parties written notice, setting forth the bases for the disagreement and the result requested. Within ten (10) days after the receipt of the foregoing notice, the other Parties shall deliver a written response to the initiating Party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The Parties agree to share the costs and expenses of the mediation with one-half paid by Oak Lawn and one-half paid by the Southwest System Customers (which shall not include the expenses incurred by each Party for its own legal representation in connection with the mediation).

(3) The Parties further acknowledge and agree that mediation proceedings are settlement negotiations and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties or their agents shall be confidential and inadmissible in any other legal proceeding involving the Parties; *provided, however*, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(4) At no time prior to the initial meeting shall any Party initiate any litigation relating to the disagreement under this Section 31. However, this limitation is inapplicable to a Party if another Party refuses to comply with the requirements of paragraphs (1) and (2) above.

(5) All applicable statutes of limitation and defenses based on the passage of time shall be tolled while the procedures specified in paragraphs (1) and (2) above are pending and for fifteen (15) days thereafter. The Parties will take such action, if any, required to effectuate such tolling.

F. *Further Remedies.* If the Parties are unable to resolve their disagreement pursuant to mediation as set forth above, then any Party may pursue any remedy at law or in equity as may be available to it.

Section 32. Records. Except as otherwise prohibited by law, or as otherwise excluded by other sections of this Agreement, the Southwest System Customers shall have reasonable access to records pertaining to the Oak Lawn Regional Water System and to those records pertaining to Oak Lawn's compliance with its obligations under this Agreement, and for the purposes of

inspection by any authorized representatives of the Southwest System Customers, including the Working Groups, during regular business hours, upon reasonable notice, to the same extent as such records are available for inspection by any authorized representatives of Oak Lawn.

Section 33. Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of the other Parties; *provided, however,* because this Agreement is made with particular reference to the holders or prospective holders of the Bonds for the purpose of assuring and protecting the interests of such holders, Oak Lawn may at any time assign or pledge for the benefit and security of the holders of the Bonds all of its rights under the provisions of this Agreement to receive payments from Municipal Customers. This Agreement shall be binding upon the Parties, and their respective successors, assigns, heirs and legal representatives, subject, however, to the provisions hereof limiting assignment.

Section 34. Notices. All notices or communications provided for herein shall be in writing and shall be delivered to Municipal Customer or Oak Lawn either (i) in person or, (ii) by a reputable overnight courier, (iii) by United States mail “via, certified mail, return receipt requested”, postage prepaid, addressed:

to Municipal Customers as follows:

Mokena

Village Administrator
Village of Mokena
11004 Carpenter Street
Mokena, Illinois 60448

New Lenox

Village Administrator
Village of New Lenox
1 Veterans Parkway
New Lenox, Illinois 60451

Oak Forest

City Administrator
City of Oak Forest
15440 South Central Avenue
Oak Forest, Illinois 60452

Orland Park

Village Manager
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462

Tinley Park

Village Manager
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

to Oak Lawn as follows:

Village Manager
Village of Oak Lawn
9446 South Raymond Drive
Oak Lawn, Illinois 60453

Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 34, each Party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Section 35. Section and other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 36. Construction. This Agreement is the end result of the combined effort of the Parties and has been jointly negotiated, drafted and reviewed by each Party and its respective attorneys. No one Party shall be deemed to have drafted this Agreement and no ambiguity in this Agreement shall be interpreted or construed against any Party.

Section 37. Superseder; Amendment; Waiver.

A. Exhibits. All Exhibits attached hereto are incorporated into and made a part of this Agreement.

B. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire Agreement between Oak Lawn and the Southwest System Customers for the purchase and sale of Chicago Water, and the intergovernmental agreements between or among some or all of the Parties to this Agreement including but not limited to those that are listed in *Exhibit "N"* to this Agreement are hereby superseded and shall be of no further force and effect. Contracts or Agreements to which Oak Lawn is not a party are neither superseded nor affected by this Agreement.

C. Amendments and Waivers. No addition, deletion, revision, alteration, change, modification or waiver of any term or condition of this Agreement shall be binding on any Party unless made in writing and signed by the Parties. The failure by a Party to enforce any provision of this Agreement or to require performance by the other Parties will not be construed to be a waiver, or in any way affect the right of any Party to enforce such provision thereafter.

D. Limitations on Modifications. No such change or modification may materially impair or adversely affect the ability or obligation of any Municipal Customer to make payments to Oak Lawn at the times, in the amounts, and with the priority required in order for Oak Lawn to

timely meet Oak Lawn's obligations under this Agreement, the Chicago-Oak Lawn Agreement, other Oak Lawn water purchase or sale contracts and the Bonds, including without limitation the making of all deposits in various funds and accounts created under the proceedings, resolution or any ordinance authorizing the Bonds or any related document such as an indenture; or materially impair or adversely affect the ability of the holders of the Bonds, to enforce the terms of this Agreement. No such change or modification which will affect the rights and interest of the holders of the Bonds shall be made without the written approval of an authorized representative of the holders of at least seventy percent (70%) of the outstanding Bonds and no such change or modification shall be effective which would cause a violation of any provisions of the resolution or any ordinance authorizing the Bonds of Oak Lawn.

Section 38. Severability. Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

Section 39. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws.

Section 40. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be executed by Oak Lawn and the other Parties and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Section 41. Effective Date and Term of Agreement.

A. Effective Date. This Agreement shall be in full force and effect and shall become binding upon the Parties if, on or before December 31, 2014, (1) each of North System Customers submits to Oak Lawn an original signed copy of the North Customer Agreements, as an offer, and Oak Lawn countersigns such North Customer Agreements as acceptance, and (2) each of Mokena, New Lenox, Oak Forest, Orland Park, and Tinley Park submits to Oak Lawn an original signed copy of this Agreement, as an offer, and Oak Lawn countersigns such Agreement as acceptance. Provided all such conditions have been met, the Effective Date of this Agreement shall be the first day of the month next following the completion of the actions set forth in clauses (1) and (2) above.

The Third Amendment of this Agreement shall be in full force and effect and shall become binding upon the Parties if, on or before January 31, 2024, (1) each Municipal Customer submits to Oak Lawn an original signed copy of their respective [Amended] Water Sale, Purchase and Service Agreement and Oak Lawn countersigns such Agreement and (2) each Southeast System Customer has paid (or deposited in escrow) the Special Connection Fee and the Old Bonds Special Connection Fee. Provided all such conditions have been met, the Effective Date of the Third Amendment of this Agreement shall be January 1, 2024.

The Parties hereto further agree to provide a sufficient number of duplicate originals of this Agreement so as to provide one such duplicate original to each Party. Oak Lawn agrees to

supply certified copies of the North Customer Agreement as amended, and the New Southeast Customer Agreement to the Parties hereto promptly after execution.

B. Term. From and after the Effective Date, this Agreement shall remain in full force and effect for forty (40) years, up to and including August 1, 2054.

C. Termination and Renewal. This Agreement may be terminated pursuant to one of the following procedures: (1) by written amendment to this Agreement duly authorized by the appropriate legislative action of all of the Parties; (2) written notice pursuant to Subsection D of this Section; or (3) by written notice served by the Party desiring to terminate this Agreement at the end of the Term stated above, specifically stating that the Party sending the notice intends that the Agreement will terminate without renewal, such notice to be effective only if served upon the other Party not more than thirty-six (36) months and not less than thirty (30) months prior to the expiration of the Term. In the event that either Oak Lawn or one or more of the Southwest System Customers provides written notice pursuant to the notice provision of clause (2) of this Section 41.C, each Party to this Agreement agrees to appoint, delegate and authorize its Chief Administrative Officer to meet and confer with the appointed, delegated and authorized Chief Administrative Officers of the other Parties promptly thereafter to discuss the reasons for the termination notice and whether there are circumstances under which the Parties might mutually agree to renewal and continue their cooperative relationship under this Agreement. If a Party does not have a Chief Administrative Office in place, then the Mayor or Village President shall participate in this meeting process. The Parties agree to use their best efforts and to work in good faith through this meeting process to resolve all issues precipitating the notice of termination. These efforts shall continue for a period of not less than twelve (12) months following the notice.

The Parties also agree to commence negotiation of a renewal agreement not less than five (5) years before the expiration of the Term, and to engage in good faith negotiations to finalize any renewal terms.

If after the end of the Term, a Party does not renew its agreement with Oak Lawn, but still requires purchasing Chicago Water through the Oak Lawn Regional Water System, (1) said Party shall remain liable for its payment of Capital Costs and Charges for all Bonds issued while a Municipal Customer of the Oak Lawn Regional Water System, and (2) said Party shall pay a water rate, for each period following the expiration of this Agreement, equivalent to the wholesale water rate in effect for such period as adjusted from time to time, plus 30% of such wholesale water rate.

If a Party leaves the Oak Lawn Regional Water System, such Party shall pay all costs necessary and appropriate to completely disconnect from the System, including but not limited to all engineering and legal fees of the System to effectuate such disconnection.

D. Partial Termination Due to Failure of Oak Lawn to Construct 2013 Regional System Improvements. Notwithstanding the provisions of Section 29, the Southwest System Customers may terminate this Agreement upon the occurrence of the following: (1) Oak Lawn has failed to issue any of the New Series Bonds for a period of three years after the original Effective Date of

this Agreement; or (2) Oak Lawn has not awarded at least three (3) of eight (8) Bid Packages within three (3) years after the original Effective Date of this Agreement. If the Southwest System Customers find that the above prerequisites exist, the Southwest System Customers may give Oak Lawn notice within three years and three months after the original Effective Date of this Agreement that this Agreement will terminate on a designated date not more than three years after the date of such notice. This Agreement will terminate as of the date designated in such notice, unless otherwise mutually agreed by the Parties. Upon termination, those obligations to pay Capital Costs and Charges incurred prior to termination and any covenants related to the payments of Bonds and coverage requirements related thereto shall continue until said obligations have been paid.

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IN WITNESS WHEREOF, Oak Lawn and Southwest System Customers have caused their respective corporate seals to be hereunto affixed and attested and these presents to be signed by their respective officers.

SOUTHWEST SYSTEM CUSTOMERS:

VILLAGE OF MOKENA

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2024

VILLAGE OF NEW LENOX

By: _____
Its: Mayor

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2024

CITY OF OAK FOREST

By: _____
Its: Mayor

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2024

VILLAGE OF ORLAND PARK

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2024

VILLAGE OF TINLEY PARK

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2024

OAK LAWN:

VILLAGE OF OAK LAWN

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2024

EXHIBITS (A TO H) HERE

EXHIBIT I

REQUIRED MUNICIPAL CUSTOMER IMPROVEMENTS

The following Water System Improvements are to be made by the identified Municipal Customer within one year after the original Effective Date of the Water Sale, Purchase and Service Agreement:

1. Orland Park - Remove the direct connection between the discharge header of the pumping units located at the Orland Park Pumping and Storage Complex and the 36-inch Chicago Water supply line from Oak Lawn just downstream of the Point of Delivery and immediately upstream of their weir structure air gap. An approved bypass system (for emergency use only) shall be considered to provide suitable provisions for backflow prevention, isolation, flow control, RWS remote control and monitoring, and standard operating procedure to prevent risk of contamination at the Point of Delivery. The closest isolation valve in the approved bypass system to the water supply shall be owned, monitored, and controlled by RWS during approved emergency use.
2. Palos Hills – Construct an approved backflow prevention device immediately downstream of the Point of Delivery.

Additionally, Tinley Park shall, within one year after the Effective Date of the Water Sale, Purchase and Service Agreement, investigate and raise (as necessary) the fill line serving the five (5) million-gallon CBI (steel) ground storage reservoir at the Tinley Park Storage and Pumping Complex such that the air gap requirements of Agreement Section 14 are satisfied.

EXHIBIT J

CONTRACTS THAT MUNICIPAL CUSTOMERS HAVE WITH OTHERS TO SUPPLY WATER

Supplier	Purchaser	Contract Term
Tinley Park	Illinois American Water Company	at will/ month to month
Orland Park	Illinois American Water Company	at will/ month to month

Note: As is stated in the body of the Agreement, Mokena and New Lenox are served by Tinley Park from the Points of Delivery by Oak Lawn to Tinley Park.

EXHIBIT K

PAYMENTS DUE TO OAK LAWN FOR “OLD BONDS”

AND OLD BONDS SPECIAL CONNECTION FEE

I. OLD BONDS FOR 2001 AND 2006 IMPROVEMENTS.

A. *2001 Improvements.* In 2001, Oak Lawn designed and constructed a new fifty-four (54) inch diameter dedicated water transmission main from the City of Chicago’s Durkin Park Pumping Station at 85th Street and Keeler Avenue to Oak Lawn’s Reich Pumping Station at 91st Street and Southwest Highway (the “*2001 Improvements*”). To pay for the 2001 Improvements, Oak Lawn issued the General Obligation Corporate Purpose Bonds, Series 2001A (“*2001A Bonds*”). The 2001A Bonds have subsequently been refinanced by Oak Lawn through the issuance of its General Obligation Refunding Bonds, Series 2011A (“*2011A Bonds*”). The Southwest System Customers and the Southeast System Customers have agreed to pay shares of the debt service for the costs of the 2001 Improvements.

B. *2006 Improvements.* In 2006, Oak Lawn designed and constructed the Harker Pump Station Piping Improvements and the Booster Pump Station Improvements (collectively, “*2006 Improvements*”). To pay for the 2006 Improvements, Oak Lawn issued the General Obligation Corporate Purpose Bonds, Series 2006 (“*2006 Bonds*”) and the Southwest System Customers and the Southeast System Customers have agreed to pay shares of the debt service for the costs of the 2006 Improvements.

C. *Prior Agreements.* Oak Lawn and the Southwest System Customers have previously entered into certain intergovernmental agreements for the payment of shares of the debt service on the 2001A Bonds and the 2006 Bonds, which the Parties agree will be replaced in full by the terms of this Exhibit K and the Agreement to which it is attached, as more particularly itemized in Exhibit N to the Agreement. In this Exhibit K, the Parties have agreed to conform the method of determining the relative shares of the Customers for both the 2001 and 2006 Improvements to be based on each Customer’s current year IDNR Lake Michigan water allocation.

D. *Old Bonds.* The 2001A Bonds, the 2011A Bonds and the 2006 Bonds are collectively referred to as the “*Old Bonds.*”

II. PAYMENTS BY SOUTHWEST SYSTEM CUSTOMERS AND SOUTHEAST SYSTEM CUSTOMERS.

A. *Obligation to Pay.* In addition to the other amounts due pursuant to Section 15 of the Agreement, the Parties recognize and agree that the Southwest System Customers, the Southeast System Customers and any other Old Bonds Participating Customers (as hereinafter defined) shall be solely responsible for the payment of all principal and interest costs, on a proportionate basis as described in this Exhibit K, associated with the 2001A Bonds/2011A Bonds issued for the 2001 Improvements and the 2006 Bonds issued for the 2006 Improvements and, in no event shall Oak

Lawn be responsible for any payments from its corporate or other funds for bond principal or interest repayment with respect to the 2001 and 2006 Improvements.

B. *Old Bonds Proportionate Share.* Each Southwest System Customer and Southeast System Customer shall pay its proportionate share of the annual debt service incurred by Oak Lawn related to the 2001 Improvements and the 2006 Improvements, including, but not limited to, all financing, construction and land acquisition costs (if any) and all engineering and legal fees associated therewith. Each Southwest System Customer's and Southeast System Customer's share for each of the 2001 Improvements and 2006 Improvements is to be determined based upon that Customer's current annual Lake Michigan water allocation from the IDNR in relation to the current annual water allocations of all other Municipal Customers utilizing the 2001 Improvements and/or 2006 Improvements who have agreed to pay for a share of either or both Improvements, as applicable (hereinafter referred to as its "*Old Bonds Proportionate Share*").

C. *Billing.* Oak Lawn shall invoice each Southwest System Customer and Southeast System Customer for its Old Bonds Proportionate Share of any such debt service payments no less than thirty (30) days prior to Oak Lawn's due date for depositing funds for making any such debt service payments. Each said Customer shall remit its payment for its Old Bonds Proportionate Share of such debt service payment on or before said due date, so that Oak Lawn has sufficient funds on hand to make the required debt service payment. Each said Customer's total annual payment for its Old Bonds Proportionate Share of debt service may be divided into two (2) or more partial payments by Oak Lawn so as to follow the payment schedule for Oak Lawn's debt service payments.

D. *Advance Payment.* Any Southwest System Customer or Southeast System Customer may prepay all or any portion of its indebtedness under this Exhibit K without penalty at any time. Any such full debt service prepayment would fulfill all of such Customer's obligations under this Exhibit K.

E. *Duration of Obligation to Pay.* It is anticipated that Oak Lawn will be financing the 2001 and 2006 Improvements by issuing debt instruments with a repayment schedule that does not exceed thirty (30) years for each group of Improvements. As such, each Southwest System Customer and Southeast System Customer agrees that it shall remain obligated under this Exhibit K for the payment of its Old Bonds Proportionate Share for the entire term of the debt instruments issued by Oak Lawn to finance each of the 2001 and 2006 Improvements. Said payment obligation of each Southwest System Customer and Southeast System Customer shall remain in full force and effect even if that Customer ceases to obtain Chicago Water through the Oak Lawn Regional Water System prior to the final payment for the debt service for each of the 2001 and 2006 Improvements by Oak Lawn. In the event that a Southwest System Customer or Southeast System Customer ceases to obtain Chicago Water through the Oak Lawn Regional Water System prior to the final payment for the debt service for each of the 2001 and 2006 Improvements by Oak Lawn, that Customer's Old Bonds Proportionate Share of said annual debt service shall, after that Customer ceases to obtain Chicago Water through the Oak Lawn Regional Water System, be calculated based on that Customer's water allocation during the twelve (12) months immediately preceding the cessation of that Customer's receipt of Chicago Water through the Oak Lawn Regional Water System.

III. REALLOCATION OF OLD BONDS PROPORTIONATE SHARES; OLD BONDS SPECIAL CONNECTION FEE.

A. *Reallocation with Southeast System Customers.* Upon the Effective Date of the Third Amendment to this Agreement, with the Southeast System Customers agreeing to pay their respective Old Bonds Proportionate Share, each Southwest System Customer's Old Bonds Proportionate Share payments thereafter shall be reduced accordingly (pro rata based upon each Southwest System Customer's current daily water allocation and the combined current daily water allocations of all Oak Lawn Municipal Customers participating in paying the debt service for each of the 2001 Improvements and the 2006 Improvements, including the Southeast System Customer).

B. *Reallocation with Future Water Customers.* In the event that Oak Lawn enters into an agreement for water sale, purchase or service with any Future Water Customer other than an Oak Lawn Reserved Share Customer after the Effective Date of this Agreement, Oak Lawn agrees that any such agreement with any such Future Water Customer that utilizes either the 2001 Improvements, the 2006 Improvements, or both, shall require the Future Water Customer to pay its Old Bonds Proportionate Share (based upon the Future Water Customer's then current daily water allocation) of the debt service incurred by Oak Lawn for 2001 Improvements, 2006 Improvements, or both, as utilized by the Future Water Customer, and that future payments of the Old Bonds Proportionate Share owed by each Southwest System Customer and each Southeast System Customer shall be reduced accordingly (pro rata based upon its current daily water allocation and the combined current daily water allocations of all Oak Lawn Municipal Customers participating in paying the debt service for each of the 2001 Improvements and the 2006 Improvements, including the Future Water Customer).

C. *Calculation of Old Bonds Special Connection Fee.* The Old Bonds Special Connection Fee shall be calculated as follows: the Buy In Base for Old Bonds multiplied by a fraction, the numerator of which is the annual allocation of Chicago Water by IDNR to the Southeast System Customer or other Future Water Customer as of the Connection Fee Date, and the denominator of which is the sum of the total annual allocations by IDNR to those Municipal Customers as of the Connection Fee Date who are obligated to pay on each series of the Old Bonds pursuant to this Exhibit for the 2001 Improvements, the 2006 Improvements, or both, as are to be utilized by the proposed Customer (collectively, "*Old Bonds Participating Customers*"), plus the amount contained in the numerator for the Chicago Water allocation to the proposed Customer. This formula is further expressed as follows and shall be applied to each series of the Old Bonds:

IDNR water allocation to the Southeast System Customer or Future Water Customer as of the Connection Fee Date <hr style="width: 80%; margin-left: 0;"/> IDNR annual water allocations to the Old Bonds Participating Customers as of the Connection Fee Date plus the amount included in the numerator	X	Buy In Base for Old Bonds	=	Old Bonds Special Connection Fee
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Such Old Bonds Special Connection Fee shall be paid to all Old Bonds Participating Customers on a proportionate basis based upon the following formula:

Old Bonds Special Connection Fee	X	<p>Old Bonds Participating Customer's Chicago Water annual allocation from IDNR as of the Connection Fee Date</p> <hr/> <p>The total Chicago Water annual allocation of all Old Bonds Participating Customers as of the Connection Fee Date</p>	=	Old Bonds Participating Customer's share of the Special Connection Fee
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IV. INDEMNIFICATION.

For and in consideration of the obligations assumed by Oak Lawn under this Exhibit K and related provisions of the Agreement pertaining to the Old Bonds, each Southwest System Customer and Southeast System Customer shall release, defend, indemnify and hold Oak Lawn, its officers, agents and employees (the "Oak Lawn Indemnified Parties") harmless from any and all claims, demands, lawsuits, damages, judgments or costs, including reasonable attorney's fees (collectively referred to as "Claims") of whatsoever nature occurring, arising from or related to any challenge to the legality of this Exhibit K and related provisions of the Agreement pertaining to the Old Bonds, by an individual and/or entity not a party to the Agreement. However, in the event Oak Lawn exercises this indemnification provision, each Southwest System Customer and Southeast System Customer shall retain the right to appoint counsel of its choosing to defend against any such challenge and shall retain the right to settle or compromise any such claim with or without the consent of Oak Lawn. In addition, this indemnification obligation shall be borne by all the Participating Municipalities in their applicable Old Bonds Proportionate Shares. Without limiting the generality of the foregoing indemnity, and by way of example only, each Southwest System Customer and Southeast System Customer shall release, defend, indemnify and hold the Oak Lawn Indemnified Parties harmless from any Claims by Municipal Customers or Future Water Customers with respect to their ability to utilize the 2001 or 2006 Improvements as a consequence of this Exhibit K or any payments associated therewith which may be required under this Exhibit K and the Agreement. In addition, each Southwest System Customer and Southeast System Customer shall remain legally responsible for the payment of its Old Bonds Proportionate Share of the bond and interest payment irrespective of any Claims or the outcome of any legal proceedings regarding such Claims.

EXHIBITS (L TO M) HERE

EXHIBIT N

SUPERSEDED INTERGOVERNMENTAL AGREEMENTS

AGREEMENT	DATE
PRIMARY WATER CONTRACTS	
Water Supply Contract Between Village of Oak Lawn and Village of Tinley Park	April 4, 1973
Amendment to Water Supply Contract Between Village of Oak Lawn and Village of Tinley Park	April 22, 1986
Second Amendment to Water Supply Contract Between Village of Oak Lawn and Village of Tinley Park	February 20, 2001
Term Extension Amendment to Water Supply Contract Between Village of Oak Lawn and Village of Tinley Park	September 27, 2011
Water Supply Contract Between Village of Oak Lawn and City of Oak Forest	April 4, 1973
Amendment to Water Supply Contract Between Village of Oak Lawn and City of Oak Forest	April 22, 1986
Term Extension Amendment to Water Supply Contract Between Village of Oak Lawn and City of Oak Forest	September 27, 2011
Water Supply Service Agreement Between Village of Oak Lawn and Village of Orland Park	October 11, 1982
Term Extension Amendment to Water Supply Contract Between Village of Oak Lawn and Village of Orland Park	September 27, 2011
INTERGOVERNMENTAL CONTRACTS—PHASE I IMPROVEMENTS	
Intergovernmental Contract Between Village of Tinley Park and Village of Oak Lawn	September 21, 1999
First Amendment to Intergovernmental Contract Between Village of Tinley Park and Village of Oak Lawn	February 20, 2001
Intergovernmental Contract Between City of Oak Forest and Village of Oak Lawn	May 22, 2001
Intergovernmental Contract Between Village of Orland Park and Village of Oak Lawn	September 20, 1999

AGREEMENT	DATE
First Amendment to Intergovernmental Contract Between Village of Orland Park and Village of Oak Lawn	April 23, 2001
Intergovernmental Contract Between Village of New Lenox and Village of Oak Lawn	September 21, 1999
First Amendment to Intergovernmental Contract Between Village of New Lenox and Village of Oak Lawn	April 20, 2001
Intergovernmental Contract Between Village of Mokena and Village of Oak Lawn	September 22, 1999
First Amendment to Intergovernmental Contract Between Village of Mokena and Village of Oak Lawn	March 26, 2001
INTERGOVERNMENTAL AGREEMENTS FOR MOKENA/NEW LENOX	
Intergovernmental Agreement Between Villages of New Lenox, Mokena and Oak Lawn In Regard to Lake Michigan Water	September 29, 1999
Term Extension Amendment to Intergovernmental Agreement Between Villages of New Lenox, Mokena and Oak Lawn In Regard to Lake Michigan Water	September 27, 2011
INTERGOVERNMENTAL AGREEMENTS FOR SOUTHWEST WATER TRANSMISSION SYSTEM IMPROVEMENTS	
Intergovernmental Agreement Between Village of Tinley Park and Village of Oak Lawn, as amended by the First Amendment to Intergovernmental Agreement (Southwest Water Transmission System Improvements)	January 24, 2006
Intergovernmental Agreement Between Village of Mokena and Village of Oak Lawn, as amended by the First Amendment to Intergovernmental Agreement (Southwest Water Transmission System Improvements)	March 28, 2006
Intergovernmental Agreement Between Village of New Lenox and Village of Oak Lawn, as amended by the First Amendment to Intergovernmental Agreement (Southwest Water Transmission System Improvements)	March 28, 2006
Intergovernmental Agreement Between Village of Orland Park and Village of Oak Lawn, as amended by the First Amendment to Intergovernmental Agreement (Southwest Water Transmission System Improvements)	March 28, 2006

EXHIBIT O

FINANCING PLAN AND PARAMETERS OAK LAWN REGIONAL WATER SYSTEM “NEW SERIES BONDS” FOR THE “2013 REGIONAL SYSTEM IMPROVEMENTS”

I. INTRODUCTION.

This Financing Plan and Parameters (the or this “*FPP*”) is set forth as Exhibit O to that certain “Regional Water System Water Sale, Purchase and Service Agreement Between the Village of Oak Lawn, Illinois and Certain of Its Municipal Customers” (the “*Agreement*”). The defined terms of the Agreement are incorporated by reference, unless otherwise defined expressly in this Exhibit O or unless the context or use of a term clearly indicates another meaning is intended. This FPP is pursuant to Section 4.B of the Agreement and relates to the New Series Bonds and Bonds issued at any time in the future to refund New Series Bonds.

II. SOURCE OF FUNDS AND LIEN PRIORITIES; PREFERENCES FOR IEPA LOANS.

The Bonds shall be payable from the “*Net Revenues*” (Regional System Revenues less Operation and Maintenance Costs). The Bonds may be in various lien positions, commonly referred to as first lien, second lien, third lien, and so on. It is anticipated that a portion of the Bonds will be issued to the IEPA pursuant to its 20-year loan program for water projects (such portion will be referred to interchangeably with Bonds as the “*IEPA Loans*”).

IEPA Loans shall be Bonds in a third lien position on Net Revenues. Oak Lawn shall procure the maximum amount of IEPA Loans made available to it to finance the Project. In stating this preference, the Parties to the Agreement acknowledge that they are familiar with the IEPA water project loan program regulations, which in general provide funding for certain Project costs and defer loan repayment for a period of time, adding the deferred interest to principal at the time the loan begins to amortize, and such amortization occurring in level stated amounts of principal and interest semi-annually for 20 years. It is possible that during the course of acquiring and constructing the 2013 Regional System Improvements (herein also the “*Project*”) the IEPA may offer a 30-year loan program. Oak Lawn will seek to issue Bonds for 30-year IEPA Loans only after Executive Consent [is] Obtained as provided in the Agreement.

One series of IEPA Loans has already been procured by Oak Lawn, utilizing its own credit on an interim basis. This is an IEPA Loan approved for \$15,000,000 (estimated to be drawn in the amount of approximately \$12,700,000), more or less, to provide for improvements at the Harker Pumping Station. This FPP permits allocation of that IEPA Loan to a Bond (*i.e.* payable from the Net Revenues). This FPP permits Oak Lawn to have allocated to it, to the fullest extent possible, the debt service payments on this IEPA Loan as its share of Capital Costs and Charges. This provision entitles Oak Lawn to the (low) interest rate obtained on such IEPA Loan.

For Bonds which must be issued which are not IEPA Loans, this FPP permits the issuance of Senior Lien Bonds with a goal of achieving a rating in the second highest rating category by

one or more appropriate rating agencies (such as Moody's or S&P) which ratings are now commonly known as "AA" or "Aa." The Parties acknowledge that such ratings typically require financial covenants, such as Net Revenues coverage of debt service on such Bonds.

III. MAXIMUM PRINCIPAL AMOUNTS.

A. The maximum principal amount of Bonds issued to pay the costs of acquiring and constructing the Project, including the costs of all lands and rights in land and water, and other necessary or advisable capital expenditures related thereto, and all costs of engineering related to the Project, shall not exceed such principal amount as will produce not in excess of \$315,000,000 of proceeds.

B. To said principal amount may be added amounts as follows:

1. Costs of issuance of the New Series Bonds (which includes the costs of all Parties to the Agreement of negotiating the Agreement) including legal, financial advisory, and engineering costs of such negotiations, bank fees and underwriting fees and similar costs, costs of credit enhancement such as bond insurance, line of credit or letter of credit fees, and the like, and typical closing costs for Bonds and original issue discount.

2. Bond reserve amounts not to exceed ten percent (10%) of the face ("*par*") amount of the New Series Bonds.

3. For any series of refunding Bonds, such additional principal amounts as may be necessary to accomplish such refunding (*i.e.* pay the designated debt service [principal and interest and redemption costs, if any] of such prior series of Bonds) including costs of issuance of such refunding Bonds, in each instance limited to two percent (2%) of par plus any bank fees or credit enhancement fees related to such refunding Bonds.

4. Capitalized interest on any Bonds for a maximum term of five years.

C. The maximum principal amount of Bonds of all series, including any series of refunding Bonds, which may be outstanding at any one time shall not exceed \$327,000,000.

IV. MINIMUM PURCHASE PRICE AND COMPENSATION TO BANKS AND UNDERWRITERS.

Bonds shall be sold at not less than 98% of par, exclusive of any original issue discount. Compensation paid to any bank or financial institution acquiring Bonds in a negotiated purchase shall not exceed 1% of par. Compensation to any underwriters of Bonds shall not exceed 2% of par.

V. RATES OF INTEREST ON BONDS.

No Bond shall bear a rate of interest or have a yield greater than permitted to a non-home rule governmental unit in Illinois as currently provided in the "Bond Authorization Act" of the State, as supplemented or amended. Oak Lawn will retain an independent municipal advisor for

all Bonds except those which are IEPA Loans. Oak Lawn will obtain from such municipal advisor an opinion on each series of Bonds except IEPA Loans that the interest rates payable and the other financial terms of such Bonds are fair and reasonable in view of the structure of such Bond issue and then current conditions in the relevant market for such Bonds.

Bonds may utilize interest rate swaps upon the terms set forth in the Bond Authorization Act.

VI. MAXIMUM ANNUAL DEBT SERVICE.

Planned maximum annual debt service shall not exceed \$24,000,000. However, Bonds may become due resulting in greater debt service than that amount with the intention of refunding such Bonds (such obligations may have what is referred to as “bullet” maturities).

VII. TERM TO MATURITY; ANNUAL DEBT SERVICE; CERTAIN BOND CONSIDERATIONS.

As noted above, the Parties acknowledge the terms upon which the IEPA Loans will be repaid.

For other Bonds, planned principal authorization, to the extent commercially reasonable, will be deferred so as to begin to amortize at the final maturity of an IEPA Loan and end prior to expiration of the current term of the Agreement.

VIII. REVOLVING LINE OF CREDIT BONDS

At any time prior to the completion of the Project, Bonds may be issued in the form of a revolving line of credit (“*L/C Bonds*”) having a variable rate of interest within the maximum rate of interest set forth above. The maximum amount of such LC Bonds is \$35,000,000. If the L/C Bonds are outstanding upon completion of the Project, Oak Lawn will begin a financing effort to refund such L/C Bonds with long-term Bonds. Or, at such time, the term or maturity of the L/C Bonds may be extended to a further date if in the judgment of Oak Lawn such extension is advantageous but only after Executive Consent [is] Obtained as provided in the Agreement.

EXHIBIT P

STATEMENT OF MUTUAL COOPERATION PROCESS

For purposes of this Exhibit, all definitions as given in the Agreement of which this Exhibit is a part are incorporated by reference.

A. It is the intention of the Parties to this Agreement to create a long-term arrangement that is able to change and evolve over coming years to meet the changing demographics and needs of Oak Lawn and the Southwest System Customers.

B. Both Oak Lawn and the Southwest System Customers embrace the concept of establishing a framework for a long-term intergovernmental cooperative relationship for the reliable and cost-effective delivery of Chicago Water from Chicago to the Southwest System Customers through the Oak Lawn Regional Water System. To meet this objective, Oak Lawn and the Southwest System Customers agree to work together to investigate possible means of furthering the improvement and operation of the Oak Lawn Regional Water System to provide the Southwest System Customers with a long-term, reliable supply of Chicago Water. Oak Lawn and the Southwest System Customers agree that they will, from time to time, investigate alternative capital improvements and financing methods, as well as alternative operations and maintenance procedures, for the Oak Lawn Regional Water System, with the overall objective of enhancing the public health, safety and welfare of those to whom the Southwest System Customers provide Chicago Water.

C. Both Oak Lawn and the Southwest System Customers recognize that an essential element of this cooperative relationship is to ensure a reliable water delivery system for the provision of Chicago Water at a reasonable cost, and they jointly will seek out and develop mutually beneficial opportunities. As part of this effort, this Agreement establishes a regular method of budget development and review for the Oak Lawn Regional Water System, on Oak Lawn's annual budget cycle, and a process to evaluate budgeted items and anticipated costs.

D. Oak Lawn recognizes that the Southwest System Customers are a substantial contributor to the total Operation and Maintenance Costs of, and to the Capital Costs and Charges for, the Oak Lawn Regional Water System in the provision of Chicago Water to the Southwest System Customers, and that the Southwest System Customers desire meaningful input in various aspects of the Oak Lawn Regional Water System. Oak Lawn intends to share these enhanced input opportunities with the Southwest System Customers.

E. This Agreement will establish a variety of mechanisms for enhanced contact and communication between Oak Lawn and the Southwest System Customers on topics relevant to this Agreement including, among other things, water supply and reliability, Operation and Maintenance Costs and Capital Costs and Charges for the Oak Lawn Regional Water System, and the future effective and beneficial functioning of the Oak Lawn Regional Water System and the relationship between the Parties.

F. The mutually cooperative efforts set forth in this Exhibit will occur mainly through Working Groups as described in Sections I.B and I.D of this Exhibit and management level communications as described in the following sections. The Southwest System Customers acknowledge that providing review, feedback, recommendations and input to Oak Lawn, and Oak Lawn's acceptance of such, shall not supersede Oak Lawn's role as the sole entity responsible for the daily operation of the Oak Lawn Regional Water System. Oak Lawn supports these mutual cooperation efforts but reserves the right to accept or not accept certain recommendations provided by the Southwest System Customers.

G. The Southwest System Customers acknowledge that Oak Lawn is the licensed water system operator solely responsible for the Oak Lawn Regional Water System and as established and permitted by the IEPA, and therefore it shall be mandatory that Oak Lawn retain full operational control of the Oak Lawn Regional Water System.

H. Oak Lawn and the Southwest System Customers agree to commence mutual cooperation efforts outlined in this Exhibit, including Working Groups as described in Sections I.B and I.D of this Exhibit, upon execution of this Agreement. The Parties agree that this will enable and support the effective and efficient completion of the 2013 Regional System Improvements, the plan for which the Southwest Customers have approved.

ACCORDINGLY, OAK LAWN AND THE SOUTHWEST SYSTEM CUSTOMERS AGREE AS FOLLOWS.

I. Cooperation and Communication Regarding Reliability and Cost Control; Review and Accountability.

A. Coordination and Communication. Oak Lawn and the Southwest System Customers agree that they desire to establish a variety of means to enhance and promote communication and cooperation between Oak Lawn and the Southwest System Customers. In addition to those matters otherwise addressed in this Agreement, Oak Lawn and the Southwest System Customers also wish to establish procedures and processes to allow review of the Oak Lawn Regional Water System, to enable continuing channels of communication between Oak Lawn and the Southwest System Customers, and to ensure beneficial decision-making by Oak Lawn in the operation, maintenance and periodic improvement of the Oak Lawn Regional Water System. Nothing in this Exhibit is intended to require the Southwest System Customers to create reports that each does not regularly produce.

In order to enhance transparency and avoid delay in decision making, the following are the general expectations and responsibilities for communication by and between the Contractor, Oak Lawn, Customer Communities and their Consulting Engineer currently Christopher B. Burke Engineering (CBBEL), Oak Lawn's Consulting Engineer (CDM Smith), and information from public agencies or utilities involved in the Project:

Oak Lawn will receive questions and comments on the Project, conduct weekly construction and coordination meetings, update the managers and boards of trustees/city councils/village councils as needed, and process pay applications.

Oak Lawn's Consulting Engineer, currently CDM Smith, will be the central communications hub with all parties, coordinate communications with the contractor, attend weekly construction meetings, attend weekly coordination meetings with CBBEL, attend the Customer Review Committee meetings or conference calls as requested, post weekly construction coordination meeting minutes to the SharePoint site, and prepare logs of work change directives, change orders, RFI's, and submittals uploaded to the SharePoint site monthly.

Customer Communities and the Customer Communities' Consulting Engineer, currently CBBEL, will attend weekly coordination meetings, schedule and attend Customer Review Committee meetings or conference calls as needed, and update communities not on the Customer Review Committee as needed.

Change Order Working Group, at times referred to as the Customer Review Committee, will consist of three members of the customer communities that are selected by a vote of the customer communities. This group will review and approve change orders as described in section D(4). They also will update communities not on the Customer Review Committee of any decisions that are made via e-mail.

Contractor will be required to attend weekly construction meetings, respond to CDM Smith requests, and prepare minutes for weekly construction meetings.

Public Agencies and Utilities will be engaged to receive questions or comments pertaining to the project and be provided responses as required in a timely fashion.

B. Mutual Cooperation Through Working Groups.

1. Formation. To facilitate an ongoing structure for consistent communication, Oak Lawn and the Southwest System Customers agree that the Southwest System Customers will establish three working groups ("*Working Groups*"), consisting of personnel from the Southwest System Customers, to address the subject areas described in Section I.D of this Exhibit. The Southwest System Customers will notify Oak Lawn of the formation of the Working Groups and the membership of each Working Group, as well as the designated chairperson for each Working Group and such group's designated liaison to Oak Lawn, from time to time. The Southwest System Customers shall be responsible to provide staff support to the Working Groups, including preparation of meeting agenda and minutes. The Working Groups are intended to be performing jointly the role of staff of the Southwest System Customers, and are not intended to be public bodies subject to the provisions of the Open Meetings Act.

2. Oak Lawn Liaisons. Oak Lawn will designate at least one liaison to act on its behalf in cooperating with the Working Groups in various ways, including (a) meeting with the Working Groups as described in this Exhibit, (b) providing information to the Working Groups as requested by each Working Group in connection with their various subject matter areas, and (c) obtaining answers to questions and concerns raised by the Working Groups in connection with the Agreement and provision of Chicago Water to the

Southwest System Customers. Oak Lawn's liaison to each Working Group shall be a person holding a position of comparable rank and responsibilities as those held by a majority of individuals serving on each Working Group.

C. Meetings with Working Groups.

1. In General. The Southwest System Customers in conjunction with Oak Lawn will create a meeting schedule and provide an agenda for each of the Working Groups' meetings with their respective Oak Lawn liaisons from time to time. Oak Lawn and each Working Group agree that the "Operations" Working Group and the "Finance/Administration" Working Group shall each meet with their respective designated liaisons from Oak Lawn not less than two (2) times in each calendar year unless the Working Group and Oak Lawn mutually agree that fewer meetings are required from time to time. Oak Lawn and each Working Group agree that the "Management" Working Group and Oak Lawn's designated liaison will meet at least once in each calendar year, on call of the Management Working Group with at least fourteen (14) days notice to Oak Lawn. Oak Lawn and the Working Groups agree that additional meetings will be held by any of these Working Groups with their respective liaisons on call of the Working Group with at least fourteen (14) days notice to Oak Lawn. In the event of an emergency, Oak Lawn and the appropriate Working Group agree to meet as soon as is practicable under the circumstances.

2. Cooperation with Others. The Southwest System Customers acknowledge that other Municipal Customers may have substantially similar rights relating to mutual cooperation or may have an interest in the Working Group meetings or actions and agree to cooperate and coordinate with Oak Lawn to the end of avoiding duplicative efforts.

D. Working Groups. The Working Groups will be as follows:

1. Management Working Group: The Management Working Group will have at least the following functions and duties and other duties as assigned by the Southwest System Customers:

a. Review Oak Lawn's overall compliance with the terms and conditions of this Agreement;

b. Review the overall compliance of each of the Southwest System Customers with the terms and conditions of this Agreement and report on the same to Oak Lawn at least on an annual basis if requested by Oak Lawn;

c. Review and provide recommendations to Oak Lawn and the Southwest System Customers regarding any proposed revisions to, or renewals of, this Agreement;

d. Review, evaluate and provide feedback on the compliance of Oak Lawn and Chicago with the terms and conditions of the Chicago-Oak Lawn Agreement, as such matters affect the Southwest System Customers;

e. Review and provide recommendations to Oak Lawn on all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs;

f. In conjunction with Oak Lawn's annual budget process, review and provide input on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. In conjunction with Oak Lawn's Asset Management Program for the Oak Lawn Regional Water System, review and provide input on the Oak Lawn Regional Water System's capital budget;

h. On an annual basis, provide to Oak Lawn the capital improvement plan of each Southwest System Customer for its respective Municipal Customer Water System, and provide feedback and input to Oak Lawn on said plans;

i. Review updates of the status of performance and improvements under this Agreement and the Chicago-Oak Lawn Agreement, and coordinate input and recommendations thereon from, the Operations Working Group and the Finance/Administration Working Group;

j. Provide feedback and input to Oak Lawn as well as the corporate authorities of the Southwest Customers regarding performance under this Agreement and the Chicago-Oak Lawn Agreement and matters involving the Oak Lawn Regional Water System; and

k. Make recommendations to and coordinate with Oak Lawn regarding public information and education on matters involving this Agreement through various methods and programs, such as public meetings, newsletters, websites, and social media.

l. Approve the contractor (i.e. lowest qualified bid) and any proposed engineering (design and construction) for the remaining bid packages as well as any additional proposed engineering requirements that are over \$5,000.

m. Receive and review the regional water system water loss report on an annual basis.

n. Approve the true-up of budgeted versus actual cost of the rate for the Southwest System Customers on an annual basis.

2. *Operations Working Group*: The Operations Working Group will have at least the following functions and duties and other duties as assigned by the Southwest System Customers:

- a. Review and provide feedback to Oak Lawn regarding Oak Lawn's duty to provide the supply of Chicago Water required under this Agreement;
- b. Review operational practices and procedures of Oak Lawn in the operation of the Oak Lawn Regional Water System;
- c. Review the operational practices and procedures of each of the Southwest System Customers in the operation of their respective Municipal Customer Water Systems, as such matters affect the Oak Lawn Regional Water System, and report on the same to Oak Lawn at least on an annual basis if requested by Oak Lawn;
- d. Provide input to Oak Lawn to develop appropriate methods for, and to improve, operational coordination in the operation of the Oak Lawn Regional Water System as it delivers Chicago Water to the Southwest System Customers;
- e. Review and provide recommendations to the Management Working Group and Oak Lawn on all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs;
- f. In conjunction with Oak Lawn's annual budget process, review and provide input to the Finance/Administration Working Group on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;
- g. In conjunction with Oak Lawn's Asset Management Program for the Oak Lawn Regional Water System, review and provide input on the capital budget for the Oak Lawn Regional Water System;
- h. Encourage continued and ongoing day-to-day communication between operators of the Oak Lawn Regional Water System and operators of the Southwest System Customers' Municipal Customer Water Systems;
- i. Review the Chicago Water use requirements of the Southwest Customers and the parameters under which such Chicago Water is to be delivered;
- j. Review the quality and source of Chicago Water provided to the Southwest System Customers under the Agreement;
- k. Review, discuss and communicate regarding potential and actual emergency conditions that may affect the delivery of Chicago Water under this Agreement;

1. Review, discuss and communicate regarding potential and actual events that may result in planned curtailment or planned shut-downs of, or other impacts on, the Chicago Water supply under this Agreement;

m. Suggest, review and provide input to Oak Lawn on cost effectiveness and cost control initiatives in areas relating to contractual services, commodities and services provided by the Oak Lawn Water Division, where such Oak Lawn Water Division provides support and services to the Oak Lawn Regional Water System; and

n. Provide input and recommendations on these matters to the Management Working Group.

3. *Finance/Administration Working Group:* The Finance/Administration Working Group will have at least the following functions and duties and other duties as assigned by the Southwest System Customers:

a. Conduct, at least on an annual basis, a review of the billing procedures, schedules, and invoices from Oak Lawn to the Southwest System Customers, including supporting documentation as requested;

b. Conduct, at least on an annual basis, a review of the components in the water rate charged by Oak Lawn to the Southwest System Customers, and any changes to or adjustments in the rate;

c. Review and communicate in regard to changes or adjustments to the Chicago Water rates;

d. Conduct, at least on an annual basis, a review of Oak Lawn's debt schedules pertaining to the Oak Lawn Regional Water System, as well as any costs allocated to the Southwest System Customers and the formulas used to calculate the Southwest System Customers' required reimbursement of such costs;

e. Review the financial impact of, and provide recommendations to, the Management Working Group on proposed financing methods, if financing is necessary, for all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs and other capital items in Oak Lawn's Asset Management Program;

f. In conjunction with Oak Lawn's annual budget process, review and provide input on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. Suggest, review and provide input to Oak Lawn on cost effectiveness and cost control initiatives in areas relating to contractual services,

commodities and services provided by the Oak Lawn Water Division, where such Division provides support and services to the Oak Lawn Regional Water System;

h. Review the financial impact of the use of the Oak Lawn Regional Water System by Municipal Customers other than the Southwest System Customers who are Parties under this Agreement, and costs assigned to such Municipal Customers, including any amounts such other customers may be required to pay as a fair share, equitable contribution based on the terms of this Agreement; and

i. Provide input and recommendations on these matters and proposed System Projects to the Management Working Group.

4. *Change Order Working Group:* The Change Order Working Group will be provided with bid package change orders that exceed \$20,000 in construction cost per occurrence to review and approve or reject. The Change Order Working Group, Oak Lawn's Consulting Engineer, and Oak Lawn will have at least the following functions and duties:

a. Oak Lawn's Consulting Engineer:

- i. Determine if a change order meets the qualifications for review by the Change Order Working Group and Oak Lawn.
- ii. Change Order Working Group, Customer Communities' Consulting Engineer & Oak Lawn will discuss all change orders at weekly coordination meetings.
- iii. If the change order qualifies for review by the Change Order Working Group, then Oak Lawn's Consulting Engineer will provide that change order to them for review.
- iv. If the change order is approved by the Change Order Working Group, Oak Lawn's Consulting Engineer will issue a Work Change Directive to the Contractor or issue a change order to the Contractor which may be comprised of several approved Work Change Directives.
- v. If the change order is not approved then Oak Lawn's Consulting Engineer, the Change Order Working Group, and Oak Lawn will review the recommendations of both consulting engineers, arrange the necessary meeting to determine the solution, if possible, and issue the appropriate direction to the Contractor.

- b. Change Order Working Group, Customer Communities’ Consulting Engineer & Oak Lawn:
 - i. Timely review change order requests
 - ii. Attend meetings or conference calls to address and review recommendations of the consulting engineers
 - iii. Issue decisions on whether change orders requiring Change Order Working Group approval are approved or not approved within three (3) business days from receipt by Oak Lawn’s Consulting Engineer in writing.

II. Notice of Oak Lawn Meetings. Oak Lawn shall provide notice to the Southwest System Customers of any meeting of the Oak Lawn corporate authorities, or any board, committee, commission, advisory group or other similar body of Oak Lawn when Oak Lawn anticipates that the agenda for a meeting of any such body will include matters relating to the Oak Lawn Regional Water System. Such notice to the Southwest System Customers shall be given to the Southwest System Customers at the same time as notice is given to the members of any such body and shall include copies of the agenda and any agenda materials provided to such body. The Southwest System Customers shall be responsible, not less often than annually, to provide an email address for such notifications, and sending to such addresses shall be adequate notice.

III. Audited Financial Statements. Oak Lawn shall provide to the Southwest System Customers, within two hundred ten (210) days after the close of each of its Fiscal Year, an audit of the Oak Lawn Regional Water System financial records prepared by a certified public accounting firm retained by Oak Lawn for such Fiscal Year.

EXHIBIT Q

AGGREGATE COSTS TEMPLATE

EXHIBIT R
BUDGET TEMPLATE



125 South Wacker Drive, Suite 2510
Chicago, Illinois 60606
tel: 312 346-5000

November 13, 2023

Mr. Bill Meyer
Director of Public Works
Village of Oak Lawn
9446 South Raymond Avenue
Oak Lawn, IL 60453

Subject: Proposal for Professional Engineering Services
Construction Management Services – Transmission Main Bid Package 5
IEPA Loan No. L175083 / IEPA Construction Permit No. 0133-FY2023
Regional Water System Improvements Program

Dear Mr. Meyer:

CDM Smith is pleased to submit the attached Construction Management Services contract for the Transmission Main Bid Package 5 (BP5) portion of the Regional Water System Improvements Program for your consideration. The contract is based on our discussions with John Spatz during the week of October 30th regarding the level of service selected by Oak Lawn.

CDM Smith proposes a not-to-exceed fee of \$2,299,356 billed on a billing rate basis for time and expenses incurred for such efforts, as detailed in the attached documentation.

We look forward to continuing our support of the Village to complete the remaining portions of the construction work within the Village.

Sincerely,

A handwritten signature in black ink, appearing to read "Erin Glomski".

Erin Glomski, PE, PMP
Principal Project Manager and Civil Engineer
CDM Smith Inc.

CC: John Spatz (Spatz Engineering)

Enclosures: Agreement for Services During Construction of Transmission Main Bid Package No. 5 with Exhibits A, B, C, and D



Table 2: Total Not-To-Exceed Cost for Construction Management Services for Bid Package No. 5

Hours by Company & Personnel Category	Task			Row Total
	Task 1 - General Services	Task 2 - RPR Services	Task 3 - SRF Loan Admin.	
CDM Smith				
Senior Engineer / Quality Control	317	0	18	335
Officer	24	0	0	24
Engineer IV	3,400	40	20	3,460
Engineer II	917	0	140	1,057
Sr. Drafter	208	0	0	208
Sr. Environmental Scientist	95	0	0	95
Resident Engineer	17	6,903	28	6,948
Administrator	250	0	0	250
eBuilder Administrator	115	0	0	115
CDM Smith Total Hours	5,343	6,943	206	12,492
CDM Smith Total Cost	\$1,181,667	\$969,911	\$33,590	\$2,185,168
Peralte-Clark				
Sr. Engineer	78	0	0	78
Project Engineer	246	0	0	246
Peralte-Clark Total Hours	324	0	0	324
Peralte-Clark Total Cost	\$66,668	\$0	\$0	\$66,668
Corrosion Probe Inc.				
Corrosion Control Specialist	188	0	0	188
Corrosion Probe Total Hours	188	0	0	188
Corrosion Probe Total Cost	\$47,520	\$0	\$0	\$47,520
Project Total Hours	5,855	6,943	206	13,004
Project Total Cost	\$1,295,855	\$969,911	\$33,590	\$2,299,356



Village of Oak Lawn

9446 S. Raymond Avenue, Oak Lawn, IL 60453

~~October 20, 2023~~ (Updated November 28, 2023)

To: Oak Lawn Regional Water System Community (Draft)

From: Village of Oak Lawn

Re: Changes to the Conforming Agreements (North, Southeast, Southwest):

Throughout the Summer of 2023 the Village of Oak Lawn has been negotiating with the Southeast Customers (Matteson, Country Club Hills, and Olympia Fields) to become members of the Regional Water System Water Sale, Purchase and Service Agreement Between the Village of Oak Lawn, Illinois, and Its Municipal Customers (i.e., “Conforming Agreement”).

As a result of these negotiations, the Village of Oak Lawn and the Southeast Customers have tentatively agreed to conditions to have them join the “Conforming Agreement”. Below briefly summarizes the key conditions for the Southeast Communities to join.

- After January 1, 2026, the use of the 2045 IDNR to allocate the costs of future identified capital projects. All current 2013 RWS Capital Improvement Project and the Southeast Redundancy Project costs will continue to be allocated based on the 2030 allocations in Exhibit E of the Conforming Agreement until they are completely paid off.
- All Conforming Agreement members will contribute up to \$10 million dollars based on the 2030 IDNR allocation for a potential construction cost to add redundancy to the Southeast Customers. The Southeast Customer would then contribute any remaining funding over \$10 million for the project, based on 2030 IDNR allocations in Exhibit E.
- Before January 31, 2024, the Southeast Customers will pay their share of the “Old Bond” interest and principal up to December 31, 2023. The Southeast customers will also pay their catch-up share of payments made on the debt for

the 2013 RWS Capital Improvement Project. Then the Southeast Customers will continue to pay their shares of all debt going forward starting in January of 2024.

Due to the negotiated items above and adding the Southeast Customers below summarizes the more material sections that will change for the North, Southwest, and be added to the new Southeast Conforming Agreement. The changes are based on the Second Amended version of the Conforming Agreement.

Chapman Cutler have provided updated revisions to all the agreements. I have captured all the material changes in red below.

Section	Summary of Current Section	Edit / Change Made
Exhibits	Lists Exhibits	Adding Exhibit D.1. Adds each Municipal Customers 2045 IDNR Information in Millions of Gallons.
Exhibits	Lists Exhibits	Adding Exhibit E.1. Uses each Municipal Customers 2045 IDNR Information in Millions of Gallons to calculate Proportionate Share of Capital Costs and Charges for New Projects started after January 1, 2026.
Preamble Section C.	Notes that the Village of Oak Lawn owns and operates the Water System and references that the Southeast Customers may or may not join the RWS in the future.	Deletes wording the Southeast Customers may become a member the RWS and notes they "are" part of the RWS. (Deletes "are" and says "will")
Preamble Section D.	Notes that the Village of Oak Lawn delivers Chicago Water to its municipalities and references that the	Deletes wording the Southeast Customers may or may not join the RWS and notes they "are" part of the RWS. (Deletes additional

Section	Summary of Current Section	Edit / Change Made
	Southeast Customers may or may not join the RWS in the future.	language on Southeast and the reference to Preamble H).
Preamble Section H	Describes how the Oak Lawn serves the RWS customers and Southeast Customers in a separate contract.	Adds references to the “New Southeast System Customer Agreement”. Deletes wording that references the Southeast Customers are outside of the Conforming Agreement. (<i>For the Southeast Agreement it notes the Agreement may be referred to as “New Southeast System Customer Agreement”</i>)
Preamble Section I.	Describes the Status of Southeast Customers being outside the RWS	Deletes wording that the references the Southeast Customers are outside of the Conforming Agreement.
Preamble Section O.	States that RWS Customers have received from State of Illinois their IDNR allocations which are found in <i>Exhibit "D"</i> . The IDNR allocations in <i>Exhibit "D"</i> go through 2030.	Adding a sentence at the end to note <i>Exhibit "D.1"</i> includes the year 2045 IDNR Allocations. Deletes the last sentence in the first draft and adds in multiple references of Exhibit “D.1” and the use of the 2045 allocation.
Preamble Section P.	States that Oak Lawn has Home Rule Authority	Lists out all those communities in the RWS Agreement that have Home Rule authority. Including the Matteson and Country Club Hills.
Preamble Section S.	States that certain costs due to Oak Lawn is based on Exhibit K	Adds the Southeast Customer Agreement

Section	Summary of Current Section	Edit / Change Made
Section 1. "Available Capacity"	Defines the capacity the Oak Lawn Regional Water System can deliver Chicago Water to its customers, which includes handling daily peaking factors.	Need to delete "Existing Southeast Customer Contracts" and replace with New Southeast Customer Agreement. Added minor deletion. (For Southeast Customer Agreements, recognizes both North and Southwest Agreements)
Section 1. "Component Cost Share"	Describes how costs are shared by RWS customers based on 2030 IDNR rates.	Adding a sentence at the end of the definition that after January 1, 2026, the cost share calculation for any new projects will be based on the 2045 IDNR allocation. Adds further description of the calculation.
Section 1. "Current Year Allocation"	Defines the allocation of Chicago Water from IDNR for each given year and references <i>Exhibit "D"</i>	Adding reference to "Exhibit D-1".
Section 1. "Municipal Customers"	Lists all the RWS municipal customers.	Adds language that the each of the Southeast Communities are part of the Oak Lawn Regional Water System
Section 1. "New Southeast Customer Agreement"	Defines the agreement between the Village of Oak Lawn and the Southeast Customers. It also notes <i>"as and if executed and delivered on or before December 31, 2014"</i>	Removing the reference to the December 31, 2014, date.
Section 1. "Other Agreement"	Defines time Oak Lawn can enter into agreements with future customers. Has	Take out old language, "within 90 days to the approval of SW Agreement"

Section	Summary of Current Section	Edit / Change Made
	outdated language referencing when the Southwest Agreement was signed.	
Section 1. “Points of Delivery”	Describes the points of delivery is shown in Exhibit B	Deletes references to the Southeast Customers since they will now be part of the RWS.
Section 1. "Proportionate Share"	Defines the share of the Capital Costs and Charges under the Agreement	Adding a reference to "Exhibit E.1" Adds effective date upon agreement of the third amendment.
Section 1. “Southeast System Redundancy Project”	New definition	Added new definition for the Redundancy Project and references Section 13.E.
Section 1. “Southwest /North System Customer Agreement”	Defines the Southwest / North System Agreement	Deletes the effective date of the original agreement December 31, 2014.
Section 1. “System Project”	Notes is the 2013 Regional System Improvements	Adds description of projects, such as feasibility studies, engineering, legal, etc.
Section 1. “2013 Regional System Improvements	Describes the construction of the 2013 RWS Project	Adds wording to include the “Southeast System Redundancy Project”.
Section 1. “2045 Allocation”	New Section	Added New Section describing the 2045 allocation and references Exhibit “D.1”.

Section	Summary of Current Section	Edit / Change Made
Section 4.D.4 Bonds: Finance	Notes in the event Southeast customers join will use Exhibit E Proportionate share for its Proportionate Share.	Adds wording that the exception to Proportionate share is needed for the Redundancy Project set forth in Section 13 of the Agreement. The Redundancy Project is for the Southeast Customers and limits all RWS customer cost responsibility up to \$10 million, with Southeast Customers picking up the remaining cost. Also adds wording projects not identified or initiated prior to 2026 will use <i>Exhibit E.1</i> . Chapman put the new wording into a new subsection. Additionally, deletes first sentence which notes “In the event that the SE customers join. Also adds an exception for the SE redundancy project.
Section 4.D.5. Bonds: Finance	New Section	Defines any System Projects identified or initiated on or after January 1, 2026, the Proportionate Shares will be calculated based on Exhibit “E.1”. Corporate Consent is need for any bonds related to new projects after 2026, Feasibility studies need Executive Consent.
Section 6.A Water Supply	Municipal Customers agrees to purchase water from Oak Lawn. References that Oak Lawn can also serve the Southeast Customers.	Remove references about Southeast customers.

Section	Summary of Current Section	Edit / Change Made
Section 6.B Water Supply	Oak Lawn is willing to provide continuous water supply.	Adding reference to "Exhibit D-1".
Section 7.C. Certain Permitted Service and Connection	References eventual SE Customers joining the Conforming Agreement	Remove references about Southeast customers becoming "an eventual customer".
Section 11.A.4. Transfer of Property Rights	Requires the conveyance of Easements related to the Oak Lawn Regional Water System to Oak Lawn	Need to add the Southeast Customers who also will be required to convey easements.
Section 11.F. Transfer of Property Rights Chapman moved this to Section 13	Section not included.	New Section: Describes the Southeast Customer Redundancy Project and cost responsibility. Also adding that Tinley Park agrees to allow a permanent 24-inch connection to the Tinley Park Branch System at approximately 183rd Street and Ridgeland Avenue. Chapman deleted this entire section and move to Section 13.
Section 13. Section A. Coordination and Completion of the 2013 Regional System Improvements and Future Projects	Describes the 2013 Regional Project and how the RWS communities work together	Changes the estimated completion date of the 2013 Regional Project from December 31, 2025, to December 31, 2027

Section	Summary of Current Section	Edit / Change Made
<p>Section 13. Section F. Coordination and Completion of the 2013 Regional System Improvements and Future Projects (<i>For SE customers it is Section E.</i>)</p>	<p>New Section</p>	<p>New Section: Describes the Southeast Customer Redundancy Project and cost responsibility. Also adding that Tinley Park agrees to allow a permanent 24-inch connection to the Tinley Park Branch System at approximately 183rd Street and Ridgeland Avenue. Also notes Oak Lawn will issue New Series Bonds to pay for the cost of the Redundancy Project. The RWS communities will be responsible for the first \$10 million. Any additional cost of the project above \$10 million will be the SE community's responsibility.</p>
<p>Section 21.A.2 Future Water Customers; Special Connection Fees</p>	<p>References eventual Southeast Customers joining the Conforming Agreement</p>	<p>Eliminate entire section, not needed</p>
<p>Section 21.A.3 (now 21.A.2)</p>	<p>With the elimination of A.2., A.3. becomes A.3. Section allows Oak Lawn to sell to new customers with the exception of the Southeast Customers.</p>	<p>Deletes wording that Southeast Communities are not considered new customers.</p>
<p>Section 21.B Future Water Customers; Special Connection Fees</p>	<p>Requires Oak Lawn to charge the Southeast Customers to pay for the Special Connection Fee if they do not join the Conforming Agreement.</p>	<p>Add sentence that Southeast customers agree to pay all allocations on Capital Costs and Charges due prior to January 1, 2024. Deletes first sentence on charging the Southeast Customers a Special Connection Fee. Also</p>

Section	Summary of Current Section	Edit / Change Made
		deletes original proposed sentence on Southeast Customers agreeing to pay all back due amounts prior to January 1, 2024. Adds wording that Southeast Customers will pay the Special Connection Fee prior to January 31, 2024.
Section 21.C Future Water Customers; To Pay Proportionate Shares	Requires each Southeast System Customer when they become a future water customers pay their Proportionate Share.	Takes out referencing Southeast customers being future water customers. Adds a reference to Exhibit "E.1" and Section 11 F, the Redundancy Project. Eliminates the entire last sentence in this section which states the Southeast Customers as future water customers.
Section 21.D Future Water Customers; To Pay Old Bonds Special Connection Fee	References eventual Southeast Customers joining the Conforming Agreement.	Adds Southeast Customers to paragraph and will pay their share of allocation of Old Bonds owed and accrued prior to January 1, 2024. Deletes reference as Southeast Customers becoming future customers. Adds sentence that Southeast Customers will pay the Old Bond Special Connection Fee prior to January 31, 2024.
Section 31.B. Substitution of More Favorable Provisions	All Regional Customers will be eligible for Favorable Contract Provisions received by other RWS Customers if it were to arise.	Add wording that the Southeast Customers are not getting any favorable provisions.
Section 41.A. Effective Date and Term of Agreement	Sets the initial date of the Conforming Agreement on December 31, 2014	Add paragraph that makes the Third Amendment will be in full force on January 1, 2024, provided that certain conditions

Section	Summary of Current Section	Edit / Change Made
		<p>are satisfied by January 31, 2024. It also requires all parties to submit signed copies to the Village of Oak Lawn. (<i>The New Southeast Agreement will be effective January 1, 2024, provided that certain conditions are satisfied by January 31, 2024.</i>)</p>
<p>Section 41.B. Effective Date and Term of Agreement</p>	<p>Notes the Term of the Agreement is 40 years as 2014 initial approval date.</p>	<p>Adds the specific date the Agreement ends, August 1, 2054.</p>
<p>Section 41.C. Effective Date and Term of Agreement</p>	<p>Describes steps for Termination and Renewal</p>	<p>Inserts language that parties agree to commence negotiations not less than 5 years before the expiration of the term. Additionally, if after the end of the Term, a party does not renew its agreement with the Oak Lawn Regional Water System, but still requires purchasing water from the System, that community will still be required to pay their proportionate share of debt incurred while a member of the System. Additionally, the community will pay a water rate equivalent to that year's wholesale water rate, plus 30% of the wholesale water rate. If a community leaves the Oak Lawn Regional Water System, the community will be required to cover the costs needed to completely disconnect from the System. <i>Chapman has edited the</i></p>

Section	Summary of Current Section	Edit / Change Made
		original additions to be more specific. No major change in requirements if leaving the RWS.
<i>Section 41.D. Effective Date and Term of Agreement (Section Completely Removed for Southeast Agreement)</i>	Allowed Regional Customers to partially terminate the agreement if the Oak Lawn did not follow through with certain parts of the 2013 Regional Construction Approvements	Added references to “original” Effective Date of the Agreement.
Exhibit K Payments Due to Oak Lawn for “Old Bonds” and Old Bonds Special Connection Fee	Defines requirements for paying for “Old Bonds”.	In multiple sections adds the term “Southeast Customers”.
Exhibit K Payments Due to Oak Lawn for “Old Bonds” and Old Bonds Special Connection Fee/ Part III. Section A	Notes in the “event” of the Southeast Customers Joining.	Deletes wording referencing the “event” of the Southeast Customers joining. Replaces with on the “Effective Date” of the 3 rd Amendment the Southeast customers agree to pay their respective Old Bonds Proportionate Share.
<i>Exhibit N Superseded Intergovernmental Agreements (Southeast Customers Only)</i>	<i>Provides a history of agreements for all Regional Customers</i>	<i>Deletes references and dates for the North and Southwest Agreements and only has the history for Southeast Customers.</i>

Section	Summary of Current Section	Edit / Change Made
Exhibit O "Financing Plan and Parameters Oak Lawn Regional Water System "New Series Bonds" for "2013 Regional System Improvements" Section III.A.	Defines Maximum Principal Amounts issued to pay the costs of 2013 RWS Project. Currently set at \$275,000,000	Need to increase Maximum Principal by \$20,000,000 to \$295,000,000. The increase gives coverage for a potential \$20,000,000 Southeast Redundancy project, where the RWS Conforming Communities will be obligated to cover \$10,000,000, with the remaining amount covered collectively by the Southeast Communities.
Exhibit O "Financing Plan and Parameters Oak Lawn Regional Water System "New Series Bonds" for "2013 Regional System Improvements" Section III.C.	Defines Maximum Principal Amounts of Bonds of all series, including any series of refunding Bonds, which may be outstanding at any one time shall not exceed \$297,000,000	Need to increase Maximum Bonds for all series by \$297,000,000 to \$317,000,000. The increase gives coverage for a potential \$20,000,000 Southeast Redundancy project, where the RWS Conforming Communities will be obligated to cover \$10,000,000, with the remaining amount covered collectively by the Southeast Communities.
Exhibit O "Financing Plan and Parameters Oak Lawn Regional Water System "New Series Bonds" for "2013 Regional System Improvements" Section VI.	Planned maximum annual debt service shall not exceed \$22,500,000	Need to increase maximum annual debt services by \$1,000,000 to \$23,500,000. The increase gives coverage for a potential \$20,000,000 Southeast Redundancy project, where the RWS Conforming Communities will be obligated to cover \$10,000,000, with the remaining amount covered collectively by the Southeast Communities. Assuming a \$20,000,000 bond at 20 years, debt may go up by \$1,000,000 year.

Section	Summary of Current Section	Edit / Change Made
Exhibit F(6) Allocation Rationale and Calculation Methodology (Electricity Costs)	Provides allocation and rationale and calculation methodology for the electricity costs.	Adding footnote that after January 1, 2026, the system will be modeled using the Year 2045 Average Day Demand Condition and Share of Actual Electricity Cost.

Note the Southeast Customer Agreement will include other minor name changes.

Please reference the redline versions of your respective Conforming Agreements for more details on the changes.

John Spatz
RWS Consultant

Jerry Dillon
Assistant Village Manager, Village of Oak Lawn

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number:	2023-1005
Orig. Department:	Engineering Programs & Services Department
File Name:	Tinley Creek Streambank Stabilization - An ordinance Authorizing Condemnation of Properties for Tinley Creek Streambank Stabilization Temporary and/or Permanent Easements on Properties at 8445, 8448, 8502 and 15437 Tee Brook Drive and 8430 and 8434 Flamingo Circle, Orland Park, Illinois

BACKGROUND:

The Village and the Metropolitan Water and Reclamation District of Greater Chicago (MWRD) have been working for years to secure required easements to stabilize the banks of Tinley Creek within the Village limits. The easements are needed in order to construct the Project, stabilize continuously deteriorating banks and reduce flooding in the general area of the Project in the Village.

For the current design and engineering efforts, we have successfully secured 46 of the 52 required easements. The remaining six property owners have declined to provide the needed easements to the Village. Therefore, the Village is interested in initiating a property condemnation process to secure the remaining easements. This ordinance is needed to initiate and complete the condemnation process.

BUDGET IMPACT:

The financial impact of this process will be determined as we move forward with the process. The impact information will be shared with the Board of Trustees when available.

REQUESTED ACTION:

I move to adopt an Ordinance entitled: AN ORDINANCE AUTHORIZING CONDEMNATION OF PROPERTIES FOR TINLEY CREEK STREAMBANK STABILIZATION TEMPORARY AND/OR PERMANENT EASEMENTS ON PROPERTIES AT 8445, 8448, 8502 AND 15437 TEE BROOK DRIVE AND 8430 AND 8434 FLAMINGO CIRCLE, ORLAND PARK, ILLINOIS;

AND

Authorize Village staff and attorney to proceed with the condemnation of properties for Tinley Creek Streambank Stabilization Temporary and/or Permanent Easements on Properties at 8445, 8448, 8502 and 15437 Tee Brook Drive and 8430 and 8434 Flamingo Circle, Orland Park, Illinois.

..T

AN ORDINANCE AUTHORIZING CONDEMNATION OF PROPERTY FOR TINLEY CREEK STREAMBANK STABILIZATION TEMPORARY AND/OR PERMANENT EASEMENTS ON PROPERTY AT 8445, 8448, 8502 AND 15437 TEE BROOK DRIVE AND 8430 AND 8434 FLAMINGO CIRCLE, ORLAND PARK, ILLINOIS

..B

WHEREAS, the Village of Orland Park (the "Village") is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village is authorized by the provisions of the Illinois Municipal Code at 65 ILCS 5/11-61-1 and the Illinois Eminent Domain Act at 735 ILCS 30/5-5-5(d) to exercise the right of eminent domain by condemnation proceedings to acquire private property useful, advantageous or desirable for municipal purposes or public welfare; and

WHEREAS, the Village, utilizing funds provided in part by the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC"), is undertaking the design, construction, operation, maintenance and ownership of stormwater infrastructure for streambank stabilization on and along Tinley Creek for locations between 151st Street and Oriole Court and between 86th Avenue and 159th Street in the Village of Orland Park for the public benefit of reducing flooding in the general area (collectively, the "Project"); and

WHEREAS, in order to obtain the MWRDGC funding needed to complete the Project, it is necessary for the Village to obtain certain permanent and temporary construction easements on private property at 8445, 8448, 8502 and 15437 Tee Brook Drive and 8430 and 8434 Flamingo Circle, Orland Park, Illinois; and

WHEREAS, attorneys retained by the Village have or are negotiating. The attorneys have been unable to reach a negotiated settlement and have recommended that the Village file a condemnation action in order to obtain the easements; and

WHEREAS, it is useful, advantageous, necessary and desirable for the Village to acquire the permanent and temporary construction easements in order to construct the Project and reduce flooding in the general area of the Project in the Village; and

WHEREAS, pursuant to the authority granted under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/11-61-1) and the Illinois Eminent Domain Act (735 ILCS 30/5-5-5(d)), the President and Board of Trustees of the Village of Orland Park find that it is in the best interests of the Village, its residents and the public to approve this Ordinance authorizing the initiation of a condemnation action relative to acquisition of the temporary and permanent easements.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: The Village President and Board of Trustees finds that it is useful, advantageous and necessary to acquire the easements legally described in GROUP EXHIBIT A for the purpose of constructing the Project.

SECTION 3: The President and Board of Trustees authorize the Village Attorneys to engage in further negotiations for and on behalf of the Village with the owner or owners of the property on which the temporary and permanent easements are located.

SECTION 4: In the event the Village Attorneys are unable to ascertain the owner or owners, or to agree with the owner(s) of said property as to the compensation to be paid therefor, then title to and possession of the Subject Property shall be acquired by the Village through condemnation, and Klein, Thorpe and Jenkins, Ltd., as attorneys for the Village, are hereby authorized and directed to institute proceedings in any court of competent jurisdiction to acquire the temporary and permanent easements legally described on GROUP EXHIBIT A (including Property Index Numbers and common addresses) attached hereto and made a part hereof for the Village of Orland Park in accordance with the eminent domain laws of the State of Illinois.

SECTION 5: This Ordinance shall be in full force and effect from and after its adoption and publication in the manner provided by law.

GROUP EXHIBIT A

Temporary Easement

THE EASTERLY 5 FEET OF THE WESTERLY 10 FEET ALONG WITH THE NORTHERLY 10 FEET OF LOT 89 IN TEE BROOK VILLA UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 7, 1971 AS DOCUMENT NUMBER 21502881, IN COOK COUNTY, ILLINOIS.

Permanent Easement

THE WESTERLY 10 FEET OF LOT 89 IN TEE BROOK VILLA UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 7, 1971 AS DOCUMENT NUMBER 21502881, IN COOK COUNTY, ILLINOIS.

PIN: 27-14-105-004-0000

Common Address:
8445 Teebrook Drive
Orland Park, IL 60462

Permanent Easement

THE SOUTHWESTERLY 10 FEET OF LOT 62 IN TEE BROOK VILLA UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 7, 1971 AS DOCUMENT NUMBER 21502881, IN COOK COUNTY, ILLINOIS.

PIN: 27-14-103-045-0000

Common Address:
8448 Teebrook Drive
Orland Park, IL 60462

Temporary Easement

THE WESTERLY 10 FEET OF THE EASTERLY 36 FEET ALONG WITH THE SOUTHWESTERLY 10 FEET OF THE NORTHEASTERLY 36 FEET ALONG WITH THE SOUTHERLY 15 FEET OF LOT 63 IN TEE BROOK VILLA UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 7, 1971 AS DOCUMENT NUMBER 21502881, IN COOK COUNTY, ILLINOIS.

Permanent Easement

THE EASTERLY AND NORTHEASTERLY 26 FEET OF LOT 63 IN TEE BROOK VILLA UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 7, 1971 AS DOCUMENT NUMBER 21502881, IN COOK COUNTY, ILLINOIS.

PIN: 27-14-103-046-0000

Common Address:
8502 Teebrook Drive
Orland Park, IL 60462

Temporary Easement

THE WESTERLY 10 FEET OF THE EASTERLY 35 FEET OF LOT 142 IN TEE BROOK VILLA UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 6, 1973 AS DOCUMENT NUMBER 22428310, IN COOK COUNTY, ILLINOIS.

Permanent Easement

THE EASTERLY 25 FEET OF LOT 142 IN TEE BROOK VILLA UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 6, 1973 AS DOCUMENT NUMBER 22428310, IN COOK COUNTY, ILLINOIS.

PIN: 27-14-105-037-0000

Common Address:
15437 Teebrook Drive
Orland Park, IL 60462

Temporary Easement

THE WESTERLY 10 FEET OF LOT 116 IN TEE BROOK VILLA UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 6, 1973 AS DOCUMENT NUMBER 22428310, IN COOK COUNTY, ILLINOIS.

Permanent Easement

THE WESTERLY 17 FEET OF LOT 52 IN TEE BROOK VILLA UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 7, 1971 AS DOCUMENT NUMBER 21502881, IN COOK COUNTY, ILLINOIS.

PIN: 27-14-105-011-0000

Common Address:
8430 Flamingo Circle
Orland Park, IL 60462

Temporary Easement

THAT PART OF LOT 117 IN TEE BROOK VILLA UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 6, 1973 AS DOCUMENT NUMBER 22428310, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS;

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 117; THENCE SOUTH 36 DEGREES 40 MINUTES 00 SECONDS EAST 170.41 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 59.14 FEET, A CHORD BEARING OF SOUTH 44 DEGREES 59 MINUTES 39 SECONDS WEST, A CHORD LENGTH OF 4.93 FEET FOR AN ARC LENGTH OF 4.93 FEET; THENCE NORTH 36 DEGREES 42 MINUTES 31 SECONDS WEST A DISTANCE OF 156.94 FEET; THENCE SOUTH 76 DEGREES 49 MINUTES 36 SECONDS WEST A DISTANCE OF 84.17 FEET; THENCE SOUTH 04 DEGREES 20 MINUTES 37 SECONDS WEST A DISTANCE OF 43.34 FEET; THENCE SOUTH 83 DEGREES 56 MINUTES 25 SECONDS WEST A DISTANCE OF 10.17; THENCE NORTH 04 DEGREES 21 MINUTES 07 SECONDS EAST A DISTANCE OF 57.58 FEET TO THE NORTH LINE OF SAID LOT; THENCE NORTH 76 DEGREES 43 MINUTES 20 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 88.89 FEET TO THE POINT OF BEGINNING.

Permanent Easement

THAT PART OF LOT 117 IN TEE BROOK VILLA UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 6, 1973 AS DOCUMENT NUMBER 22428310, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 117; THENCE NORTH 76 DEGREES 32 MINUTES 27 SECONDS EAST A DISTANCE OF 22.28 FEET; THENCE SOUTH 04 DEGREES 19 MINUTES 06 SECONDS WEST A DISTANCE OF 57.68 FEET; THENCE SOUTH 16 DEGREES 27 MINUTES 47 SECONDS EAST A DISTANCE OF 55.89 FEET; THENCE SOUTH 44 DEGREES 53 MINUTES 33 SECONDS EAST A DISTANCE OF 78.55 FEET; THENCE 88 DEGREES 47 MINUTES 14 SECONDS WEST A DISTANCE OF 15.21 FEET; THENCE NORTH 44 DEGREES 53 MINUTES 33 SECONDS WEST A DISTANCE OF 117.61 FEET; THENCE NORTH 01 DEGREES 22 MINUTES 57 SECONDS WEST A DISTANCE OF 76.02 FEET TO THE POINT OF BEGINNING.

PIN: 27-14-105-012-0000

Common Address:
8434 Flamingo Circle
Orland Park, IL 60462

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number: **2023-0804**
Orig. Department: **Finance Department**
File Name: **An Ordinance Providing For The Levying, Assessment And Collection Of Taxes For The Current Fiscal Year Of The Village Of Orland Park, Cook And Will Counties, Illinois**

BACKGROUND:

The Village Board has discussed the tax levy at the November 1 budget workshop, and also approved the Resolution Determining the 2023 Tax Levy in Compliance with the Truth in Taxation Law on November 6. A Truth in Taxation Hearing was not needed; however, in the interest of transparency, a Truth in Taxation Hearing Notice was published on November 20, and the hearing was held on December 4. The attached ordinance will be filed with Cook and Will Counties prior to the last Tuesday in December.

The attached ordinance includes a total Village levy of \$13,425,518 in the following categories:

General Corporate: \$2,000,309
Recreation & Parks: \$1,100,000
FICA: \$881,057
IMRF: \$1,834,514
Police Pension: \$4,995,396
Bonds: \$2,614,242

The allocations between General Corporate, FICA, and IMRF were adjusted slightly due to budget adjustments and final numbers from the 2023 bond sale. These changes have not changed the total amount of the levy.

The impact to the homeowner as a result of the proposed tax levy will depend on changes to assessed valuation of the homeowner's property. If the assessed value of a homeowner's property remains the same as the previous year and the State equalizer remains the same, the Village portion of a homeowner's tax bill would decrease \$59.99 or \$5.00 less per month.

Orland Park Public Library Levy

The Library's tax levy for operations and debt service will increase by \$292,695, or 4.50%, for a total levy of \$6,793,000.

BUDGET IMPACT:

REQUESTED ACTION:

I move to adopt an Ordinance entitled: AN ORDINANCE PROVIDING FOR THE LEVYING, _____

ASSESSMENT AND COLLECTION OF TAXES FOR THE CURRENT FISCAL YEAR OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, WHICH INCLUDES A VILLAGE LEVY IN THE TOTAL AMOUNT OF \$13,425,518 AND A LIBRARY LEVY IN THE AMOUNT OF \$6,793,000, FOR A TOTAL OF \$20,218,518.

AN ORDINANCE PROVIDING FOR THE LEVYING, ASSESSMENT AND COLLECTION OF TAXES FOR THE CURRENT FISCAL YEAR OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS

An ordinance levying taxes for all corporate purposes for the Village of Orland Park, Cook and Will Counties, Illinois, for the fiscal year commencing on the 1st day of January, A.D. 2024 and ending on the 31st day of December, A.D. 2024

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS:

SECTION 1

That the amounts hereinafter set forth or so much thereof as may be authorized by law, be and the same are hereby levied for such purposes as: General Corporate, Recreation and Parks, Police Pension Fund, Village Library, Illinois Municipal Retirement Fund and the Federal Insurance Contributions Act Fund for the fiscal year of the said VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, beginning the 1st day of January A.D. 2024 and ending the 31st day of December A.D. 2024.

SECTION 2

The amount levied for each object or purpose is attached hereto and made a part hereof as EXHIBIT 1.

SECTION 3

That the column headed “Budgeted Amount” represents the sum budgeted for each particular purpose and the item opposite thereto. The sums in the column headed “Amount to be Paid by Taxation” opposite each item represents the sum of money to be collected from the tax levy of the fiscal year to be levied. The balance, if any, from each sum budgeted shall be collected or taken from any surplus on hand and the other sources of revenue of the Village of Orland Park provided for by law.

SECTION 4

That the Village Clerk shall make and file with the County Clerks of said Cook and Will Counties, a duly certified copy of this Ordinance and that the amount levied by Section 2 of this Ordinance is required by said Village of Orland Park as aforesaid and extended upon the appropriate tax books for the fiscal year of said Village of Orland Park beginning January 1, 2024 and ending December 31, 2024.

SECTION 5

The Village President shall make and file with the County Clerks of said Cook and Will Counties a certificate to accompany the certified copy of this Ordinance referred to in Section 4 that compliance has been made with “The Truth in Taxation Act.”

SECTION 6

PARTIAL INVALIDITY. If any section, sentence or clause of this Ordinance is for any reason held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance.

SECTION 7

This Ordinance shall be in full force and effect from and after its passage and approval.

STATE OF ILLINOIS)
COUNTY OF COOK) SS.
COUNTY OF WILL)

SECRETARY'S CERTIFICATE

I, Bridget M. Lindbloom, the duly qualified and Secretary Pro-Tem of the Board of Library Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, and the keeper of the records thereof, do hereby certify that attached hereto is a true and correct copy of a Resolution entitled:

**"RESOLUTION SETTING FORTH FINANCIAL REQUIREMENTS OF
THE ORLAND PARK PUBLIC LIBRARY
FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024
AND ENDING DECEMBER 31, 2024"**

adopted at a regular meeting of the said Board of Library Trustees held on the 20th day of November, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of November, 2023.


Bridget M. Lindbloom, Secretary Pro-Tem

**RESOLUTION SETTING FORTH FINANCIAL REQUIREMENTS OF THE
ORLAND PARK PUBLIC LIBRARY FOR THE FISCAL YEAR BEGINNING
JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024**

BE IT RESOLVED by the Board of Library Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

Section 1: That pursuant to 75 ILCS 5/4-10 , the following is a statement of financial requirements of the Orland Park Public Library for the fiscal year beginning January 1, 2024, and ending December 31, 2024, for inclusion in the Budget of the Village of Orland Park, and a statement of the amount of money which has been determined, in the judgment of the Board of Library Trustees, will be necessary for the Village of Orland Park to levy in its annual Tax Levy Ordinance, said Levy to be made pursuant to 75 ILCS 5/3-5 and pursuant to the provisions of the Illinois Municipal Code.

<u>CORPORATE EXPENDITURES</u>	<u>AMOUNT TO BE LEVIED</u>	<u>AMOUNT RECEIVABLE FROM OTHER SOURCES</u>	<u>AMOUNT TO BE APPROPRIATED</u>
1. <u>STAFF</u>			
Salaries	3,378,400	-0-	3,378,400
Salaries- Maintenance	186,040	-0-	186,040
Life/Health Insurance	723,100	-0-	723,100

2. **LIBRARY MATERIALS**

Books - Physical	230,000	-0-	230,000
Books - Ebooks	0	-0-	0
Electronic Databases	110,000	-0-	110,000
Periodicals	33,000	-0-	33,000
Digital Media	260,000	-0-	260,000
Audio-Visual Physical	85,000	-0-	85,000
Library of Things	6,000	-0-	6,000
Audio-Visual Digital	-0-	-0-	-0-

3. **CONTRACTUAL SERVICES**

HR & Payroll Systems	29,400	-0-	29,400
Insurance	78,800	-0-	78,800
Landscaping & Grounds keeping	45,000	-0-	45,000
Building Maintenance	279,000	-0-	279,000
Security System	14,000	-0-	14,000
Library Equipment	13,100	-0-	13,100
Legal Fees	39,500	-0-	39,500
Library Consultant Fees	24,500	-0-	24,500

4. **PHYSICAL FACILITIES**

Electricity	-0-	-0-	-0-
Water & Sewer	18,000	-0-	18,000
Natural Gas	32,000	-0-	32,000
Telephone	7,500	-0-	7,500
VoIP Phone System	20,000	-0-	20,000
Building & Custodial Supplies	51,500	-0-	51,500
Building Repairs	16,900	-0-	16,900
Printer Lease	19,900	-0-	19,900
Postage Machine Rental	1,260	-0-	1,260
IT - Equipment	124,970	-0-	124,970
IT- Line Costs	15,840	-0-	15,840
IT - Consultant	55,300	-0-	55,300
IT- Maintenance	137,000	-0-	137,000
Library Furniture	30,000	-0-	30,000
Outreach Services	5,000	-0-	5,000
Vehicles	4,000	-0-	4,000

5. **DEVELOPMENT**

Board Training & Education	6,500	-0-	6,500
Staff Training & Education	35,500	-0-	35,500
Conference Fees	-0-	-0-	-0-
Patron Programs & Events	88,500	-0-	88,500
Association Dues & Fees	7,500	-0-	7,500
Library Wide Committees	20,000	-0-	20,000
Public Information	59,500	-0-	59,500
Special Events	8,000	-0-	8,000

6. **SUPPLIES**

Tech Services Supplies	36,900	-0-	36,900
Office Supplies	4,600	-0-	4,600
Postage	18,000	-0-	18,000
Printing	15,000	-0-	15,000

7. **OPERATING EXPENSES**

Contribution to IMRF	227,140	206,085	433,225
Contribution to FICA	137,730	134,625	272,355
Audit	13,600	7,500	21,100

Liability Ins. D&O, Bonds, WC	40,520	40,000	80,520
Unemployment Compensation	-0-	10,190	10,190
Bank Charges	-0-	600	600

8. OTHER

2024 Building Improvements (Capital Projects)	-0-	500,000	500,000
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TOTAL CORPORATE EXPENDITURES	\$6,793,000 =====	\$899,000 =====	\$7,692,000 =====
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The foregoing amounts to be appropriated and levied are hereby appropriated and to be levied from the general property tax for corporate purposes.

Section 2: That the Board of Library Trustees of the Village of Orland Park hereby specifies that a specific fund is being accumulated from the unexpended balance of the proceeds received from library taxes levied for the year 1978 and subsequent years, said fund being accumulated and set aside as a reserve fund for the purchase of sites and construction and equipment of buildings for library purposes in accordance with 75 ILCS 5/5-8 and that the said Board of Library Trustees has resolved to develop and adopt a plan or plans for said purposes pursuant to Article 5 of Act 5 of said Chapter 75.

Section 3: That the Secretary is hereby directed to file a certified copy of this Resolution with the Board of Trustees of the Village of Orland Park within the time specified by law for inclusion in the next annual Budget and Levy Ordinance of the Village of Orland Park.

ADOPTED this 20th day of November, 2023, pursuant to a roll call vote as follows:

AYES: Leafblad, Barcelona, McMillan, Healy, Lindbloom,
NAYS: ~~_____~~
ABSENT: ~~_____~~


Joanna M. Liotne Leafblad,

President

ATTEST:


Bridget M. Lindbloom, Secretary Pro-Tem

**CERTIFICATE OF COMPLIANCE WITH
THE TRUTH IN TAXATION ACT**

I, KEITH PEKAU, the duly qualified and acting presiding officer of the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, do hereby certify that the 2023 Tax Levy of said Village, a certified copy of which is attached hereto, was adopted in full compliance with the provision of the Truth in Taxation Law found at 35 ILCS 200/18-55, et seq., as amended.

The Village levied an amount of ad valorem tax that is less than or equal to 105% of the final aggregate extension plus any amount abated prior to extension for the preceding year, therefore the publication and hearing provision of Truth in Taxation are INAPPLICABLE.

IN WITNESS WHEREOF, I have placed my official signature this 18th day of December, 2023.

KEITH PEKAU, Village President
VILLAGE OF ORLAND PARK

VILLAGE OF ORLAND PARK
2023
TAX LEVY

EXHIBIT 1	Budgeted Amount	To Be Paid By Sources Other Than Tax Levy	CORPORATE Amounts To Be Paid By Tax Levy	IMRF Amounts To Be Paid By Tax Levy	SOCIAL SECURITY Amounts To Be Paid By Tax Levy	RECREATION Amounts To Be Paid By Tax Levy	POLICE PENSION Amounts To Be Paid By Tax Levy	LIBRARY Amounts To Be Paid By Tax Levy	BONDS & INTEREST Amounts To Be Paid By Tax Levy	Amount to be paid by taxation
GENERAL FUND										
GENERAL FUND-NONDEPARTMENTAL	\$3,383,618	\$3,383,618								
VILLAGE MANAGER	\$2,044,618	\$1,911,807		\$91,044	\$41,767					\$132,811
VILLAGE CLERK										
COMMUNICATIONS & MARKETING OFFICIALS	\$811,084	\$763,518		\$32,828	\$14,738					\$47,566
BOARDS & COMMISSIONS	\$282,139	\$261,312		\$9,434	\$11,393					\$20,827
VETERANS COMMISSION	\$33,000	\$33,000								
HUMAN RESOURCES	\$142,392	\$140,871			\$1,521					\$1,521
FINANCE	\$904,648	\$822,921		\$56,096	\$25,631					\$81,727
INFORMATION TECHNOLOGY	\$1,909,477	\$1,714,561		\$134,214	\$60,702					\$194,916
POLICE	\$3,620,821	\$3,490,427		\$89,684	\$40,710					\$130,394
POLICE IT	\$27,037,128	\$19,333,714	\$2,000,309	\$474,610	\$233,099		\$4,995,396			\$7,703,414
ESDA	\$480,681	\$480,681								
DEV SERVICES ADMINISTRATION	\$88,633	\$79,454		\$5,721	\$3,458					\$9,179
DEVELOPMENT SERVICES- BUILDING	\$882,725	\$778,372		\$71,712	\$32,641					\$104,353
DEVELOPMENT SERVICES- PLANNING	\$968,469	\$853,903		\$76,945	\$37,621					\$114,566
DEVELOPMENT SERVICES-ECONOMIC I	\$983,624	\$867,011		\$80,481	\$36,132					\$116,613
ENGINEERING	\$1,499,429	\$1,476,992		\$15,485	\$6,952					\$22,437
PUBLIC WORKS - ADMINISTRATION	\$902,253	\$789,623		\$77,424	\$35,206					\$112,630
PW-NAT. RESOURCES & FACILITIES	\$681,436	\$592,647		\$60,361	\$28,428					\$88,789
PW - STREETS	\$10,743,118	\$10,303,436		\$294,821	\$144,861					\$439,682
PW- PACE	\$5,722,658	\$5,456,799		\$180,827	\$85,032					\$265,859
PW - VEHICLES & EQUIPMENT]	\$48,136	\$45,628			\$2,508					\$2,508
RECREATION - SPECIAL EVENTS	\$2,189,854	\$2,092,177		\$67,412	\$30,265					\$97,677
TASTE OF ORLAND	\$772,093	\$764,064		\$4,954	\$3,075					\$8,029
TASTE OF ORLAND	\$375,666	\$359,888		\$10,461	\$5,317					\$15,778
Total General Fund	\$66,507,700	\$56,796,424	\$2,000,309	\$1,834,514	\$881,057		\$4,995,396			\$9,711,276
RECREATION & PARKS	\$16,547,728	\$15,447,728				\$1,100,000				\$1,100,000
HOME RULE SALES TAX	\$15,420,050	\$15,420,050								
PARKS DEVELOPMENT	\$11,000	\$11,000								
MOTOR FUEL	\$4,000,000	\$4,000,000								
FORFEITURE & SEIZURE	\$219,000	\$219,000								
ROAD EXACTION	\$600	\$600								
CAPITAL IMPROVEMENT	\$57,154,635	\$57,154,635								
MAIN STREET TRIANGLE	\$4,140,018	\$4,140,018								
WATER & SEWER	\$53,229,647	\$53,229,647								
COMMUTER PARKING	\$221,293	\$221,293								
RETIREE MEDICAL & OPEB	\$1,178,000	\$1,178,000								
INSURANCE	\$8,426,913	\$8,426,913								
DEBT SERVICE FUND										
Total General and other funds	\$227,056,584	\$216,245,308	\$2,000,309	\$1,834,514	\$881,057	\$1,100,000	\$4,995,396			\$10,811,276

VILLAGE OF ORLAND PARK
2023
TAX LEVY

EXHIBIT 1	Budgeted Amount	To Be Paid By Sources Other Than Tax Levy	CORPORATE Amounts To Be Paid By Tax Levy	IMRF Amounts To Be Paid By Tax Levy	SOCIAL SECURITY Amounts To Be Paid By Tax Levy	RECREATION Amounts To Be Paid By Tax Levy	POLICE PENSION Amounts To Be Paid By Tax Levy	LIBRARY Amounts To Be Paid By Tax Levy	BONDS & INTEREST Amounts To Be Paid By Tax Levy	Amount to be paid by taxation
DEBT SERVICE - BONDS										
2016 GO Refunding Bonds*	\$619,450	\$619,450								
2021A G.O. Refunding Bonds**	\$1,735,900	\$512,500						\$1,223,400		\$1,223,400
2021B G.O. Refunding Bonds*	\$358,375	\$358,375								
2021C G.O. Refunding Bonds*	\$410,550	\$410,550								
2022 G.O. Bonds	\$559,000								\$559,000	\$559,000
2022A G.O. Bonds**	\$792,720	\$357,642							\$435,078	\$435,078
2023 G.O. Bonds**	\$597,207	\$200,443							\$396,764	\$396,764
BONDS TOTAL	\$5,073,202	\$2,458,960							\$2,614,242	\$2,614,242
LIBRARY FUND										
LIBRARY EXPENDITURES (see attachment)	\$7,692,000	\$899,000						\$6,793,000		\$6,793,000
FUND TOTAL	\$7,692,000	\$899,000						\$6,793,000		\$6,793,000
TOTAL ALL FUNDS	\$239,821,786	\$219,603,268	\$2,000,309	\$1,834,514	\$881,057	\$1,100,000	\$4,995,396	\$6,793,000	\$2,614,242	\$20,218,518

TOTAL TAX LEVY **\$20,218,518**

*To be abated
** To be partially abated

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number: **2023-0809**
Orig. Department: **Finance Department**
File Name: **An Ordinance Adopting The Annual Budget For The Fiscal Year Commencing On January 1, 2024 And Ending On December 31, 2024 For The Village Of Orland Park, Cook And Will Counties, Illinois**

BACKGROUND:

The Village Board held a budget workshop on November 1. The board approved the public hearing date and the publishing of the tentative annual budget at the November 6 board meeting. The budget has been made available for public inspection at the Village Hall and on the website since November 10. The public hearing notice was published in the Daily Southtown on November 20. The public hearing was held on December 4, 2023.

The Budget meets the following key Village objectives:

- At the end of 2024, the General Fund ends with 20.5% available fund balance on hand and the Recreation Fund ends with 20.1% available fund balance on hand.
- Property Tax Levy has been reduced by over \$500,000.
- Capital investment of \$84.6M, including roads, buildings, and other infrastructure projects
- Continued focus on process improvement and streamlining operations to provide more reliable and cost-effective service to internal and external customers.

BUDGET IMPACT:

REQUESTED ACTION:

I move to adopt an Ordinance entitled: AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING ON JANUARY 1, 2024 AND ENDING ON DECEMBER 31, 2024 FOR THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS.

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING ON JANUARY 1, 2024 AND ENDING ON DECEMBER 31, 2024 FOR THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS

BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1

The annual budget for the Village of Orland Park, Cook and Will Counties, Illinois as set forth in that certain document entitled

VILLAGE OF ORLAND PARK ANNUAL BUDGET FOR FISCAL YEAR 2024

And incorporated herein as if fully set forth, be and the same is hereby adopted as the Annual Budget for the Village of Orland Park, Cook and Will Counties, Illinois, for the fiscal year commencing on January 1, 2024.

SECTION 2

REPEAL. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed insofar as they conflict herewith.

SECTION 3

EFFECTIVE DATE. That this Ordinance shall be in full force and effect from and after its passage and approval.

**STATE OF ILLINOIS)
COOK AND WILL COUNTIES) SS.
VILLAGE OF ORLAND PARK)**

CERTIFICATION

I, KEVIN WACHTEL, DO HEREBY CERTIFY that I am the duly appointed, qualified and acting Budget Officer and Chief Fiscal Officer of the Village of Orland Park, Illinois, and as such Budget Officer and Chief Fiscal Officer, I am responsible for compiling the annual budget of the Village.

I DO FURTHER CERTIFY that the attached and forgoing is the true and correct copy of the estimated revenues by source anticipated to be received, by the Village of Orland Park, for the fiscal year commencing January 1, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Orland Park aforesaid, at the said Village in the County and State aforesaid, this 18th day of December 2023.

BUDGET OFFICER AND CHIEF FISCAL OFFICER

CORPORATE SEAL



Village of Orland Park

Fiscal Year 2024

Revenues, Expenditures and Changes in Fund Balance - 2024 Proposed Budget- Revised

	General	Debt Service	Capital Improvement	Main Street Triangle TIF	Recreation and Parks	Home Rule Sales Tax	Other Governmental Funds	Enterprise	Component Units	Internal Service	Trust	Total Budget
	signed + Unassigned	Cash	Unassigned + Committed FB	Cash	Unassigned FB	Cash	Fund Balance	Unrestricted NP	Restricted + Unrestricted NP	Unrestricted NP	Restricted Net Position	
Basis Used for Budgeting												
1/1/2023 Projected Cash / Unassigned FB	\$ 25,081,679	\$ 3,461,341	\$ 41,404,895	\$ 291,476	\$ 2,308,696	\$ (144,683)	\$ 4,011,360	\$ 23,031,342	\$ 5,786,510	\$ 1,005,657	\$ 1,579,712	\$ 107,817,987
2023 Projected Activity												
Revenue	60,127,635	2,061,400	1,425,000	2,842,000	9,564,818	12,077,630	2,826,559	37,608,521	930	6,890,000	431,900	\$ 135,856,393
Expenditures	58,677,777	4,671,761	41,931,000	948,537	15,002,076	70,050	327,300	49,877,822	77,124	8,361,916	1,192,000	\$ 181,137,364
Transfers In/Out	(9,044,655)	1,843,800	23,871,232	(740,698)	7,300,000	(13,573,000)	(2,745,000)	4,824,649	-	500,000	541,554	\$ 12,777,882
2023 Net	(7,594,797)	(766,561)	(16,634,768)	1,152,765	1,862,742	(1,565,420)	(245,741)	(7,444,652)	(76,194)	(971,916)	(218,546)	\$ (32,503,089)
Beginning Available Budget Balance	\$ 17,486,882	\$ 2,694,780	\$ 24,770,127	\$ 1,444,242	\$ 4,171,438	\$ (1,710,103)	\$ 3,765,619	\$ 15,586,690	\$ 5,710,316	\$ 33,741	\$ 1,361,166	\$ 75,314,897
Revenues:												
Taxes	\$ 53,441,531	\$ 2,614,242	\$ -	\$ 1,506,000	\$ 1,100,000	\$ 19,919,183	\$ 2,565,217	\$ -	\$ -	\$ -	\$ -	\$ 81,146,174
Licenses & Permits	1,656,000	-	-	-	44,750	-	-	93,400	-	120,000	-	1,914,150
Intergovernmental	296,917	-	4,039,881	-	-	-	-	3,888,570	4,000	-	-	8,229,368
Charges for Services	2,545,629	-	-	770,000	8,298,996	-	-	36,199,307	-	8,698,880	850,171	57,362,983
Investment Income	350,000	-	100,000	-	-	-	-	-	-	-	-	450,000
Fines & Forfeitures	775,000	-	-	-	-	-	220,000	-	-	-	-	995,000
Miscellaneous	322,900	-	200,000	-	51,800	-	135,500	645,000	-	-	-	1,355,200
Total Revenues	59,387,977	2,614,242	4,339,881	2,276,000	9,495,546	19,919,183	2,920,717	40,826,277	4,000	8,818,880	850,171	151,452,875
Revenues plus transfers in and Bond pro	62,337,977	4,441,037	32,469,881	4,630,590	15,695,546	19,919,183	2,920,717	49,026,277	4,000	8,818,880	1,391,725	201,655,813
Total without component units:												201,651,813
Expenditures:												
Personnel Services	\$ 40,294,602	\$ -	\$ -	\$ -	\$ 10,098,563	\$ -	\$ -	\$ 3,215,433	\$ -	\$ -	\$ -	\$ 53,608,598
Employee Other	873,136	-	-	-	241,382	-	10,000	34,155	735	-	-	1,159,408
Professional Services	2,749,472	-	2,412,600	181,105	463,452	50	3,000	1,370,540	24,790	155,850	1,000	7,361,859
Utilities	915,387	-	-	35,000	816,590	-	-	10,492,100	4,260	-	-	12,263,337
Purchased Services	3,301,467	-	-	16,700	849,945	-	-	7,231,600	3,330	-	-	11,403,042
Insurance	1,295,777	-	-	-	308,020	-	-	750,521	-	8,271,063	1,177,000	11,802,381
Supplies	5,305,900	-	-	9,500	1,343,569	-	170,000	882,650	8,075	-	-	7,719,694
Repair & Maintenance	4,045,503	-	-	11,750	1,614,117	-	-	1,443,908	12,500	-	-	7,127,778
Rent	267,258	-	-	-	69,450	-	-	14,708	500	-	-	351,916
Recreation Programs	-	-	-	-	688,340	-	-	-	15,500	-	-	703,840
Miscellaneous	1,268,381	-	100,000	93,925	33,300	70,000	2,000	50,000	1,660	-	-	1,619,266
Capital Outlay	4,091,394	-	54,467,635	2,359,460	21,000	-	10,000	23,694,909	-	-	-	84,644,397
Principal & Interest	-	4,436,436	-	663,653	-	-	-	5,845,076	-	-	-	10,945,164
Other Financing Uses	500,000	2,850	175,000	-	-	-	35,000	115,375	-	-	-	828,225
Total Expenditures	64,908,277	4,439,286	57,155,235	3,371,093	16,547,728	70,050	230,000	55,140,975	71,350	8,426,913	1,178,000	211,538,906
Expenditures plus transfers out	66,507,700	4,439,286	57,155,235	4,140,018	16,547,728	15,420,050	4,230,000	55,140,975	71,350	8,426,913	1,178,000	233,257,254
Total without component units:												\$ 233,185,904



Village of Orland Park

Fiscal Year 2024

Revenues, Expenditures and Changes in Fund Balance - 2024 Proposed Budget- Revised

	General	Debt Service	Capital Improvement	Main Street Triangle TIF	Recreation and Parks	Home Rule Sales Tax	Other Governmental Funds	Enterprise	Component Units	Internal Service	Trust	Total Budget
Excess (Deficiency) of Revenues Over (Under) Expenditures	(5,520,300)	(1,825,043)	(52,815,353)	(1,095,093)	(7,052,182)	19,849,133	2,690,717	(14,314,698)	(67,350)	391,967	(327,829)	(60,086,031)
Other Financing Sources (Uses):												
Operating Transfers In	2,950,000	1,826,794	10,000,000	-	6,200,000	-	-	200,000	-	-	541,554	21,718,348
Bond Proceeds	-	-	18,130,000	2,354,590	-	-	-	8,000,000	-	-	-	28,484,590
Operating Transfers Out	(1,599,423)	-	-	(768,925)	-	(15,350,000)	(4,000,000)	-	-	-	-	(21,718,348)
Total Other Financing Sources (Uses)	1,350,577	1,826,794	28,130,000	1,585,665	6,200,000	(15,350,000)	(4,000,000)	8,200,000	-	-	541,554	28,484,590
Net Change in Fund Balance	(4,169,723)	1,751	(24,685,353)	490,572	(852,182)	4,499,133	(1,309,283)	(6,114,698)	(67,350)	391,967	213,725	(31,601,441)
Fund Balance at Beginning of Year	17,486,882	2,694,780	24,770,127	1,444,242	4,171,438	(1,710,103)	3,765,619	15,586,690	5,710,316	33,741	1,361,166	75,314,897
Projected Fund Balance End of Year	\$ 13,317,159	\$ 2,696,531	\$ 84,774	\$ 1,934,814	\$ 3,319,256	\$ 2,789,030	\$ 2,456,336	\$ 9,471,992	\$ 5,642,966	\$ 425,708	\$ 1,574,891	\$ 43,713,457
20% of Exp.	\$ 12,981,655	\$ 887,857	\$ 11,431,047	\$ 674,219	\$ 3,309,546	\$ 14,010	\$ 46,000	\$ 11,028,195	\$ 14,270	\$ 1,685,383	\$ 235,600	\$ 42,307,781
FB over (under) 20%	\$ 335,504	\$ 1,808,674	\$ (11,346,273)	\$ 1,260,595	\$ 9,710	\$ 2,775,020	\$ 2,410,336	\$ (1,556,203)	\$ 5,628,696	\$ (1,259,675)	\$ 1,339,291	\$ 1,405,676
GAAP to Cash Adjustment:												
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Fund Balance After Depreciation	13,317,159	2,696,531	84,774	1,934,814	3,319,256	2,789,030	2,456,336	9,471,992	5,642,966	425,708	1,574,891	43,713,457
Fund Balance / Exp	20.5%	60.7%	0.1%	57.4%	20.1%	3981.5%	1068.0%	17.2%	7908.9%	5.1%	133.7%	20.7%
Capital Outlay	\$ 4,091,394	\$ -	\$ 54,467,635	\$ 2,359,460	\$ 21,000	\$ -	\$ 10,000	\$ 23,694,909	\$ -	\$ -	\$ -	\$ 84,644,397
Operating Expenditures (w/o transfers)	\$ 60,816,883	\$ 4,439,286	\$ 2,687,600	\$ 1,011,633	\$ 16,526,728	\$ 70,050	\$ 220,000	\$ 31,446,066	\$ 71,350	\$ 8,426,913	\$ 1,178,000	\$ 126,894,508
Fund Balance / OpExp	21.9%	60.7%	3.2%	191.3%	20.1%	3981.5%	1116.5%	30.1%	7908.9%	5.1%	133.7%	34.4%

VILLAGE OF ORLAND PARK ANNUAL BUDGET FOR FISCAL YEAR 2024

REVENUES	2021 ACTUALS	2022 ACTUALS	2023 REVISED BUDGET	2024 BUDGET
GENERAL FUND	\$ 60,012,090.68	\$ 62,671,920.37	\$ 59,938,586.78	\$ 62,337,976.92
RECREATION & PARKS	14,739,024.41	13,159,381.33	15,939,991.00	15,695,546.00
HOME RULE SALES TAX	11,943,262.34	12,230,938.81	13,315,000.00	19,919,183.00
PARKS DEVELOPMENT	136,244.96	184,601.89	135,500.00	135,500.00
MOTOR FUEL	3,554,715.27	2,707,278.73	1,412,796.00	2,565,217.20
FORFEITURE & SEIZURE	8,439.92	140,177.29	200,000.00	220,000.00
ROAD EXACTION	291,035.65	382,276.01	200,000.00	200,000.00
CAPITAL IMPROVEMENT	26,997,726.83	46,574,782.07	31,763,000.00	32,269,881.28
MAIN STREET TRIANGLE	2,105,664.20	1,489,837.34	2,201,000.00	4,630,590.00
SA - OH 5 & 6	-	-	-	-
SA - OH 3 & 4	-	-	-	-
SA - LAGUNA 1 & 2	-	-	-	-
WATER & SEWER	32,793,563.42	46,881,697.77	42,860,234.76	48,733,877.00
COMMUTER PARKING	266,385.07	153,948.29	180,000.00	292,400.00
RETIREE MEDICAL & OPEB	976,995.87	1,070,973.02	1,141,554.00	1,391,725.00
INSURANCE	7,151,790.95	6,477,034.04	6,836,800.00	8,818,880.00
DEBT SERVICE FUND	23,596,988.71	7,331,801.23	4,654,331.84	4,441,036.68
TOTAL REVENUE	\$ 184,573,928.28	\$ 201,456,648.19	\$ 180,778,794.38	\$ 201,651,813.08

EXPENDITURES	2021 ACTUALS	2022 ACTUALS	2023 REVISED BUDGET	2024 BUDGET
GENERAL FUND	\$ 52,128,871.22	\$ 67,898,352.07	\$ 71,734,941.12	\$ 66,507,699.79
RECREATION & PARKS	11,808,186.20	13,238,619.05	15,648,439.25	16,547,728.00
HOME RULE SALES TAX	9,826,842.56	18,166,923.60	14,080,449.50	15,420,050.00
PARKS DEVELOPMENT	115,710.39	7,546.42	1,412,911.28	11,000.00
MOTOR FUEL	2,709,685.47	1,796,315.49	1,500,000.00	4,000,000.00
FORFEITURE & SEIZURE	59,498.60	166,237.96	150,000.00	219,000.00
ROAD EXACTION	438.14	455.82	1,000,000.00	600.00
CAPITAL IMPROVEMENT	26,276,751.41	14,952,788.39	67,023,485.90	57,154,634.53
MAIN STREET TRIANGLE	2,283,344.63	3,121,048.91	6,095,706.03	4,140,018.00
SA - OH 5 & 6	-	-	-	-
SA - OH 3 & 4	-	-	-	-
SA - LAGUNA 1 & 2	-	-	-	-
WATER & SEWER	31,390,250.74	34,709,976.17	65,520,728.14	54,919,681.90
COMMUTER PARKING	286,831.69	194,922.25	201,954.29	221,293.00
RETIREE MEDICAL & OPEB	1,003,888.08	961,922.40	1,213,500.00	1,178,000.00
INSURANCE	8,259,859.06	7,053,050.34	8,088,373.35	8,426,913.00
DEBT SERVICE FUND	48,550,652.92	5,044,022.01	4,656,706.84	4,439,285.72
TOTAL EXPENSE	\$ 194,700,811.11	\$ 167,312,180.88	\$ 258,327,195.70	\$ 233,185,903.94

REQUEST FOR ACTION REPORT

File Number: **2023-0810**
Orig. Department: **Finance Department**
File Name: **An Ordinance Establishing Certain Annual or Hourly Pay Rates And Pay Ranges
And The Salary Administration Schedule For The Village Of Orland Park Non-
Represented Employees For FY2024**

BACKGROUND:

Each year, the Village adopts a salary ordinance, which outlines the non-represented positions and pay ranges. This ordinance makes the following changes:

Changes in Pay Ranges

Pay ranges have been adjusted by 3.0%. The minimum and maximum pay rates for Grades 100 through 500 were increased by a sliding scale between \$0.50 and \$1.00 per hour due to the increase in the State's Minimum Wage, which is the same approach as 2023.

Pay Increases for Individual Employees

Non-represented employees will be subject to merit based increases of up to 3.0%, with no automatic cost of living increase to be provided.

Part time employees (except CPAC employees) in Grades 100 through 500 will receive a pay increase equal to the amount of their range minimum increases as of January 1, 2024 (Grade 100, \$1.00; Grade 200, \$1.00; Grade 300, \$0.90; Grade 350, \$0.80; Grade 400, \$0.70; Grade 450, \$0.60; and Grade 500, \$0.50). Employees who receive this pay increase will not be eligible for an additional merit increase in 2024. CPAC employees are paid using the step scale at the bottom of Appendix B.

Eliminated position

Part Time IT Senior Systems Analyst (Grade 920) is no longer needed.

Changes to the Salary Ordinance

For clarity, the Pay Plan for Centennial Park Aquatic Center part time employees, including incentive pays, have been added to Appendix B. CPAC seeks to establish a pay matrix for 2024 that equitably compensates staff at an attractive hourly rate in a fiscally responsible manner. In 2023, CPAC staff earned an hourly rate above the State minimum wage. The 2024 pay matrix proposes the same, however, it applies an increase for each grade which is below the Village's salary ordinance as a cost saving measure.

We have also added other Special Recreation compensation for staff for programs requiring an overnight stay for program participants. The Special Recreation Division offers 2, 3 and 5 day overnights for Special Olympics Illinois state tournaments and annual trips for program participants. The alternate rate will be applied for time worked by Lead Staff and Support Staff during these events, and are increasing similar to Grade 100 and 200 positions.

BUDGET IMPACT:

REQUESTED ACTION:

I move to adopt an Ordinance entitled: AN ORDINANCE ESTABLISHING CERTAIN ANNUAL OR HOURLY PAY RATES AND PAY RANGES AND THE SALARY ADMINISTRATION SCHEDULE FOR THE VILLAGE OF ORLAND PARK NON-REPRESENTED EMPLOYEES FOR FY2024.

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING CERTAIN ANNUAL OR HOURLY PAY RATES AND PAY RANGES
AND THE SALARY ADMINISTRATION SCHEDULE FOR THE VILLAGE OF ORLAND PARK
NON-REPRESENTED EMPLOYEES FOR FY2024**

WHEREAS, the Village of Orland Park, Cook and Will Counties, Illinois (the “*Municipality*”), is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the Village hereby adopts this ordinance in furtherance of its home rule powers;

NOW, THEREFORE, Be it ordained by the President and Board of Trustees of the Village Of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1. ANNUAL OR HOURLY RATES

That the ranges of annual or hourly rates for the non-represented employees of the Village are hereby to read as follows on Appendix A and Appendix B of this Ordinance.

SECTION 2. SALARY ADMINISTRATION PROCEDURES

- A. The Village Manager shall develop procedures and direct the administration of those procedures to ensure that individual employee’s wages are determined and allocated in an equitable manner in keeping with the goals and requirements of this policy.
- B. New employees and newly promoted employees shall be paid a salary within their new salary range that is not less than the minimum of the range and does not exceed the maximum of their new pay range. Salary increases for individual employees will be timed and salary increase amounts will be determined following the specific criteria below:
 1. Quality of performance since the employee’s last salary adjustment.
 2. Comparison of current salary to pay of other employees of like duties, responsibilities and performance.
 3. Position of an employee’s current salary within the pay range in terms of overall ability and overall performance since the employee first entered the range.
- C. The Village Manager shall annually direct the review and survey of certain positions and their salary ranges in comparison with other communities in proximity to the Village of Orland Park or of like size comparable composition.
- D. The Village Board shall annually approve salary rates and their effective dates for all employees.

SECTION 3. JOB CLASSIFICATION:

That all positions of the Village shall be separated into classifications and each classification shall have a pay range and the designation of an annual or hourly rate of pay.

All employees, including department directors, part-time and seasonal employees, shall receive such compensation as shall be determined from time to time by the Village Manager provided, however, no expenditure shall be made on account of or pursuant to appointment or employment by the Village Manager unless sufficient funds have been appropriated in the annual budget.

SECTION 4. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

SECTION 5. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

Presented, passed, approved and recorded this ___ day of _____, 2023.

Approved:

President

[SEAL]

ATTEST:

Village Clerk

Ayes: _____

Nays: _____

Absent or Not Voting: _____

APPENDIX A
Village of Orland Park Compensation Plan - Full-Time Non-Represented Employees
Effective January 1, 2024 to December 31, 2024

	Grade	2024 Rates and Ranges				2023 Rates and Ranges			
		Annual		Hourly		Annual		Hourly	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Communications & Marketing Assistant	1	48,822	62,776	23.4721	30.1808	47,400	60,948	22.7885	29.3019
GIS Technician	2	53,226	71,857	25.5894	34.5466	51,676	69,764	24.8442	33.5404
Graphic Artist/Multimedia Developer & Designer	3	56,954	76,886	27.3817	36.9644	55,295	74,647	26.5841	35.8880
Heritage Sites Supervisor	3	56,954	76,886	27.3817	36.9644	55,295	74,647	26.5841	35.8880
HR Coordinator	3	56,954	76,886	27.3817	36.9644	55,295	74,647	26.5841	35.8880
Detention Aide/Administrative Specialist	5	63,718	89,205	30.6337	42.8870	61,862	86,607	29.7413	41.6380
Multi-Media Coordinator	5	63,718	89,205	30.6337	42.8870	61,862	86,607	29.7413	41.6380
Recreation Program Supervisor I	5	63,718	89,205	30.6337	42.8870	61,862	86,607	29.7413	41.6380
Senior Graphic Designer	5	63,718	89,205	30.6337	42.8870	61,862	86,607	29.7413	41.6380
Animal Control Officer	6	67,859	95,004	32.6245	45.6750	65,883	92,237	31.6745	44.3447
Associate Planner	6	67,859	95,004	32.6245	45.6750	65,883	92,237	31.6745	44.3447
Deputy Village Clerk	6	67,859	95,004	32.6245	45.6750	65,883	92,237	31.6745	44.3447
Executive Assistant	6	67,859	95,004	32.6245	45.6750	65,883	92,237	31.6745	44.3447
Financial Services Analyst	6	67,859	95,004	32.6245	45.6750	65,883	92,237	31.6745	44.3447
Management Analyst	6	67,859	95,004	32.6245	45.6750	65,883	92,237	31.6745	44.3447
Recreation Financial Analyst	6	67,859	95,004	32.6245	45.6750	65,883	92,237	31.6745	44.3447
Security Systems Technician	6	67,859	95,004	32.6245	45.6750	65,883	92,237	31.6745	44.3447
Code Enforcement Officer	7	72,271	101,179	34.7457	48.6438	70,166	98,232	33.7337	47.2269
Community Services Officer Supervisor	7	72,271	101,179	34.7457	48.6438	70,166	98,232	33.7337	47.2269
Construction Project Tech	7	72,271	101,179	34.7457	48.6438	70,166	98,232	33.7337	47.2269
Fitness Center Manager	7	72,271	101,179	34.7457	48.6438	70,166	98,232	33.7337	47.2269
General Manager - Civic Center	7	72,271	101,179	34.7457	48.6438	70,166	98,232	33.7337	47.2269
Network Systems Administrator	7	72,271	101,179	34.7457	48.6438	70,166	98,232	33.7337	47.2269
Office Support Supervisor	7	72,271	101,179	34.7457	48.6438	70,166	98,232	33.7337	47.2269
Planner	7	72,271	101,179	34.7457	48.6438	70,166	98,232	33.7337	47.2269
Public Improvement Technician II	7	72,271	101,179	34.7457	48.6438	70,166	98,232	33.7337	47.2269
Recreation Program Supervisor II	7	72,271	101,179	34.7457	48.6438	70,166	98,232	33.7337	47.2269
Special Events Manager	7	72,271	101,179	34.7457	48.6438	70,166	98,232	33.7337	47.2269
Support Services Assistant Manager	7	72,271	101,179	34.7457	48.6438	70,166	98,232	33.7337	47.2269
Aquatic & Ice Rink Manager	8	76,969	107,754	37.0043	51.8048	74,727	104,616	35.9264	50.2962
IT Systems Analyst	8	76,969	107,754	37.0043	51.8048	74,727	104,616	35.9264	50.2962
Assistant to the Village Manager	8	76,969	107,754	37.0043	51.8048	74,727	104,616	35.9264	50.2962
Code Enforcement Supervisor	8	76,969	107,754	37.0043	51.8048	74,727	104,616	35.9264	50.2962
Financial Analyst	8	76,969	107,754	37.0043	51.8048	74,727	104,616	35.9264	50.2962
Human Resources Analyst	8	76,969	107,754	37.0043	51.8048	74,727	104,616	35.9264	50.2962
Information System Analyst - Police	8	76,969	107,754	37.0043	51.8048	74,727	104,616	35.9264	50.2962
Natural Resources & Facilities Supervisor	8	76,969	107,754	37.0043	51.8048	74,727	104,616	35.9264	50.2962
Network Security Analyst	8	76,969	107,754	37.0043	51.8048	74,727	104,616	35.9264	50.2962
Special Recreation Program Supervisor	8	76,969	107,754	37.0043	51.8048	74,727	104,616	35.9264	50.2962
Streets Supervisor	8	76,969	107,754	37.0043	51.8048	74,727	104,616	35.9264	50.2962
Utilities Supervisor	8	76,969	107,754	37.0043	51.8048	74,727	104,616	35.9264	50.2962
Financial Services Manager	9	81,972	114,760	39.4096	55.1731	79,584	111,417	38.2615	53.5659
Human Resources Generalist	9	81,972	114,760	39.4096	55.1731	79,584	111,417	38.2615	53.5659
IT Senior System Analyst	9	81,972	114,760	39.4096	55.1731	79,584	111,417	38.2615	53.5659

APPENDIX A
Village of Orland Park Compensation Plan - Full-Time Non-Represented Employees
Effective January 1, 2024 to December 31, 2024

	Grade	2024 Rates and Ranges				2023 Rates and Ranges			
		Annual		Hourly		Annual		Hourly	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Athletics Operations Manager	10	87,300	122,219	41.9712	58.7591	84,757	118,659	40.7486	57.0476
Building Division Manager	10	87,300	122,219	41.9712	58.7591	84,757	118,659	40.7486	57.0476
Economic Development Manager	10	87,300	122,219	41.9712	58.7591	84,757	118,659	40.7486	57.0476
Fleet Manager	10	87,300	122,219	41.9712	58.7591	84,757	118,659	40.7486	57.0476
Natural Resources & Facilities Operations Manager	10	87,300	122,219	41.9712	58.7591	84,757	118,659	40.7486	57.0476
Recreation Division Manager	10	87,300	122,219	41.9712	58.7591	84,757	118,659	40.7486	57.0476
Senior Engineer	10	87,300	122,219	41.9712	58.7591	84,757	118,659	40.7486	57.0476
Streets Operations Manager	10	87,300	122,219	41.9712	58.7591	84,757	118,659	40.7486	57.0476
Support Services Manager	10	87,300	122,219	41.9712	58.7591	84,757	118,659	40.7486	57.0476
Utility Operations Manager	10	87,300	122,219	41.9712	58.7591	84,757	118,659	40.7486	57.0476
Assistant Development Services Director	11	100,607	140,850	48.3688	67.7163	97,677	136,748	46.9601	65.7442
Assistant Director of Information Technology	11	100,607	140,850	48.3688	67.7163	97,677	136,748	46.9601	65.7442
Assistant Finance Director	11	100,607	140,850	48.3688	67.7163	97,677	136,748	46.9601	65.7442
Assistant Recreation & Parks Director	11	100,607	140,850	48.3688	67.7163	97,677	136,748	46.9601	65.7442
Assistant Public Works Director	11	100,607	140,850	48.3688	67.7163	97,677	136,748	46.9601	65.7442
Director of Communications & Marketing	11	100,607	140,850	48.3688	67.7163	97,677	136,748	46.9601	65.7442
Village Engineer	11	100,607	140,850	48.3688	67.7163	97,677	136,748	46.9601	65.7442
Human Resources Director	12	109,159	152,823	52.4803	73.4726	105,980	148,372	50.9519	71.3327
Recreation & Parks Director	12	109,159	152,823	52.4803	73.4726	105,980	148,372	50.9519	71.3327
Assistant Village Manager	13	118,438	165,812	56.9413	79.7173	114,988	160,983	55.2827	77.3957
Development Services Director	13	118,438	165,812	56.9413	79.7173	114,988	160,983	55.2827	77.3957
Director of Information Technology	13	118,438	165,812	56.9413	79.7173	114,988	160,983	55.2827	77.3957
Engineering Director	13	118,438	165,812	56.9413	79.7173	114,988	160,983	55.2827	77.3957
Public Works Director	13	118,438	165,812	56.9413	79.7173	114,988	160,983	55.2827	77.3957
Chief of Police	14	128,505	179,906	61.7813	86.4933	124,762	174,666	59.9817	83.9740
Finance Director	14	128,505	179,906	61.7813	86.4933	124,762	174,666	59.9817	83.9740
Village Manager	15	179,975	251,966	86.5264	121.1375	174,733	244,627	84.0063	117.6091

APPENDIX B
Village of Orland Park Compensation Plan - Part -Time Non-Represented Employees
Effective January 1, 2024 to December 31, 2024

	Grade	2024 Hourly		2023 Hourly		% Increase	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Grade 100 increase:		\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00		
Building Attendant	100	\$ 14.00	\$ 16.30	\$ 13.00	\$ 15.30	7.7%	6.5%
Complex Attendant	100	\$ 14.00	\$ 16.30	\$ 13.00	\$ 15.30	7.7%	6.5%
Daycamp Counselor	100	\$ 14.00	\$ 16.30	\$ 13.00	\$ 15.30	7.7%	6.5%
Fitness Desk Attendant	100	\$ 14.00	\$ 16.30	\$ 13.00	\$ 15.30	7.7%	6.5%
Ice Rink Attendant	100	\$ 14.00	\$ 16.30	\$ 13.00	\$ 15.30	7.7%	6.5%
Inclusion Aide	100	\$ 14.00	\$ 16.30	\$ 13.00	\$ 15.30	7.7%	6.5%
Intern - Undergrad	100	\$ 14.00	\$ 16.30	\$ 13.00	\$ 15.30	7.7%	6.5%
Kidz Room Attendant	100	\$ 14.00	\$ 16.30	\$ 13.00	\$ 15.30	7.7%	6.5%
Recreation Instructor I	100	\$ 14.00	\$ 16.30	\$ 13.00	\$ 15.30	7.7%	6.5%
Recreation Instructor I/Van Driver	100	\$ 14.00	\$ 16.30	\$ 13.00	\$ 15.30	7.7%	6.5%
Rockwall/Gym/Party Attendant	100	\$ 14.00	\$ 16.30	\$ 13.00	\$ 15.30	7.7%	6.5%
Seasonal Part-Time	100	\$ 14.00	\$ 16.30	\$ 13.00	\$ 15.30	7.7%	6.5%
Sports Central Attendant	100	\$ 14.00	\$ 16.30	\$ 13.00	\$ 15.30	7.7%	6.5%
Grade 200 increase:		\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00		
Building Supervisor	200	\$ 14.25	\$ 18.35	\$ 13.25	\$ 17.35	7.5%	5.8%
Civic Center Attendant	200	\$ 14.25	\$ 18.35	\$ 13.25	\$ 17.35	7.5%	5.8%
CPAC Cashier*	200	\$ 14.25	\$ 18.35	\$ 13.25	\$ 17.35	7.5%	5.8%
Learn to Swim Instructor*	200	\$ 14.25	\$ 18.35	\$ 13.25	\$ 17.35	7.5%	5.8%
Lifeguard*	200	\$ 14.25	\$ 18.35	\$ 13.25	\$ 17.35	7.5%	5.8%
Recreation Instructor II	200	\$ 14.25	\$ 18.35	\$ 13.25	\$ 17.35	7.5%	5.8%
Seasonal Complex Supervisor	200	\$ 14.25	\$ 18.35	\$ 13.25	\$ 17.35	7.5%	5.8%
Sportsplex Attendant	200	\$ 14.25	\$ 18.35	\$ 13.25	\$ 17.35	7.5%	5.8%
Grade 300 increase:		\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90		
CPAC Asst. Cashier Manager*	300	\$ 15.08	\$ 19.17	\$ 14.18	\$ 18.27	6.3%	4.9%
Evidence Clerk	300	\$ 15.08	\$ 19.17	\$ 14.18	\$ 18.27	6.3%	4.9%
Intern - Graduate	300	\$ 15.08	\$ 19.17	\$ 14.18	\$ 18.27	6.3%	4.9%
Team Leader*	300	\$ 15.08	\$ 19.17	\$ 14.18	\$ 18.27	6.3%	4.9%
Grade 350 increase:		\$ 0.80	\$ 0.85	\$ 0.80	\$ 0.85		
Crossing Guard	350	\$ 15.90	\$ 20.09	\$ 15.10	\$ 19.24	5.3%	4.4%
Seasonal Part Time II	350	\$ 15.90	\$ 20.09	\$ 15.10	\$ 19.24	5.3%	4.4%
Seasonal Property Maintenance Inspector	350	\$ 15.90	\$ 20.09	\$ 15.10	\$ 19.24	5.3%	4.4%
Grade 400 increase:		\$ 0.70	\$ 0.80	\$ 0.70	\$ 0.80		
Aquatics Trainer	400	\$ 16.72	\$ 21.01	\$ 16.02	\$ 20.21	4.4%	4.0%
Building Supervisor - Civic Center	400	\$ 16.72	\$ 21.01	\$ 16.02	\$ 20.21	4.4%	4.0%
Clerical/Cashier	400	\$ 16.72	\$ 21.01	\$ 16.02	\$ 20.21	4.4%	4.0%
Clerk Typist	400	\$ 16.72	\$ 21.01	\$ 16.02	\$ 20.21	4.4%	4.0%
Complex Attendant II	400	\$ 16.72	\$ 21.01	\$ 16.02	\$ 20.21	4.4%	4.0%
Development Services Assistant	400	\$ 16.72	\$ 21.01	\$ 16.02	\$ 20.21	4.4%	4.0%
Division Secretary	400	\$ 16.72	\$ 21.01	\$ 16.02	\$ 20.21	4.4%	4.0%
Graphic Designer	400	\$ 16.72	\$ 21.01	\$ 16.02	\$ 20.21	4.4%	4.0%
Information Systems Technician I	400	\$ 16.72	\$ 21.01	\$ 16.02	\$ 20.21	4.4%	4.0%
Maintenance Employee - Part Time	400	\$ 16.72	\$ 21.01	\$ 16.02	\$ 20.21	4.4%	4.0%
Preschool Instructor	400	\$ 16.72	\$ 21.01	\$ 16.02	\$ 20.21	4.4%	4.0%
Program Assistant	400	\$ 16.72	\$ 21.01	\$ 16.02	\$ 20.21	4.4%	4.0%
Recreation Service Clerk	400	\$ 16.72	\$ 21.01	\$ 16.02	\$ 20.21	4.4%	4.0%
Squad Leader*	400	\$ 16.72	\$ 21.01	\$ 16.02	\$ 20.21	4.4%	4.0%
Grade 450 increase:		\$ 0.60	\$ 0.75	\$ 0.60	\$ 0.75		
Complex Supervisor	450	\$ 17.03	\$ 22.96	\$ 16.43	\$ 22.21	3.7%	3.4%
CPAC Senior Assistant Cashier Manager*	450	\$ 17.03	\$ 22.96	\$ 16.43	\$ 22.21	3.7%	3.4%
Daycamp Assistant Site Director	450	\$ 17.03	\$ 22.96	\$ 16.43	\$ 22.21	3.7%	3.4%
PACE ADA Bus Driver	450	\$ 17.03	\$ 22.96	\$ 16.43	\$ 22.21	3.7%	3.4%
Recreation Instructor II/Bus Driver	450	\$ 17.03	\$ 22.96	\$ 16.43	\$ 22.21	3.7%	3.4%
Recreation Instructor Specialist	450	\$ 17.03	\$ 22.96	\$ 16.43	\$ 22.21	3.7%	3.4%
Sports Camp Instructor	450	\$ 17.03	\$ 22.96	\$ 16.43	\$ 22.21	3.7%	3.4%
Telecommunicator Part Time	450	\$ 17.03	\$ 22.96	\$ 16.43	\$ 22.21	3.7%	3.4%
Utility Billing Clerk**	450	\$ 17.03	\$ 22.96	\$ 16.43	\$ 22.21	3.7%	3.4%

APPENDIX B
Village of Orland Park Compensation Plan - Part -Time Non-Represented Employees
Effective January 1, 2024 to December 31, 2024

	Grade	2024 Hourly		2023 Hourly		% Increase	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Grade 500 increase:		\$ 0.50	\$ 0.75	\$ 0.50	\$ 0.70		
Assistant Manager - Pool*	500	\$ 17.35	\$ 24.96	\$ 16.85	\$ 24.21	3.0%	3.1%
Cashier II	500	\$ 17.35	\$ 24.96	\$ 16.85	\$ 24.21	3.0%	3.1%
Complex Manager	500	\$ 17.35	\$ 24.96	\$ 16.85	\$ 24.21	3.0%	3.1%
CPAC Cashier Manager	500	\$ 17.35	\$ 24.96	\$ 16.85	\$ 24.21	3.0%	3.1%
IT Office Coordinator	500	\$ 17.35	\$ 24.96	\$ 16.85	\$ 24.21	3.0%	3.1%
Program Coordinator	500	\$ 17.35	\$ 24.96	\$ 16.85	\$ 24.21	3.0%	3.1%
Special Events Coordinator	500	\$ 17.35	\$ 24.96	\$ 16.85	\$ 24.21	3.0%	3.1%
Sports Camp Supervisor	500	\$ 17.35	\$ 24.96	\$ 16.85	\$ 24.21	3.0%	3.1%
Sportsplex Facility Manager	500	\$ 17.35	\$ 24.96	\$ 16.85	\$ 24.21	3.0%	3.1%
Veterans Program Coordinator	500	\$ 17.35	\$ 24.96	\$ 16.85	\$ 24.21	3.0%	3.1%
Grade 600 through 999 increase:		3%	3%	3%	3%		
Administrative Assistant	600	\$ 23.46	\$ 30.18	\$ 22.78	\$ 29.30	3.0%	3.0%
Community Service Officer	600	\$ 23.46	\$ 30.18	\$ 22.78	\$ 29.30	3.0%	3.0%
Detention Aide	600	\$ 23.46	\$ 30.18	\$ 22.78	\$ 29.30	3.0%	3.0%
Information Systems Technician II	600	\$ 23.46	\$ 30.18	\$ 22.78	\$ 29.30	3.0%	3.0%
Senior Asst. Pool Manager	600	\$ 23.46	\$ 30.18	\$ 22.78	\$ 29.30	3.0%	3.0%
Volleyball Referee	600	\$ 23.46	\$ 30.18	\$ 22.78	\$ 29.30	3.0%	3.0%
Temporary On-Call Winter Snowplow Operator	600	\$ 23.46	\$ 30.18	\$ 22.78	\$ 29.30	3.0%	3.0%
Temporary Winter Seasonal Snowplow Operator (Snowbird)	600	\$ 23.46	\$ 30.18	\$ 22.78	\$ 29.30	3.0%	3.0%
Crime Free Housing Coordinator	700	\$ 25.72	\$ 32.42	\$ 24.97	\$ 31.48	3.0%	3.0%
Management Analyst - Part Time	700	\$ 25.72	\$ 32.42	\$ 24.97	\$ 31.48	3.0%	3.0%
Police Officer - Part Time	700	\$ 25.72	\$ 32.42	\$ 24.97	\$ 31.48	3.0%	3.0%
Senior Program Coordinator	700	\$ 25.72	\$ 32.42	\$ 24.97	\$ 31.48	3.0%	3.0%
Senior Special Recreation Coordinator	700	\$ 25.72	\$ 32.42	\$ 24.97	\$ 31.48	3.0%	3.0%
Dance Instructor	800	\$ 26.83	\$ 35.77	\$ 26.05	\$ 34.73	3.0%	3.0%
Personal Trainer/Group X	800	\$ 26.83	\$ 35.77	\$ 26.05	\$ 34.73	3.0%	3.0%
Building Inspector	900	\$ 30.18	\$ 44.71	\$ 29.30	\$ 43.41	3.0%	3.0%
Code Enforcement Officer	900	\$ 30.18	\$ 44.71	\$ 29.30	\$ 43.41	3.0%	3.0%
Electrical Inspector	900	\$ 30.18	\$ 44.71	\$ 29.30	\$ 43.41	3.0%	3.0%
Plumbing Inspector	900	\$ 30.18	\$ 44.71	\$ 29.30	\$ 43.41	3.0%	3.0%
Police Officer - Supervisor	900	\$ 30.18	\$ 44.71	\$ 29.30	\$ 43.41	3.0%	3.0%
ESDA Personnel (Paid Shifts-Hrly)	998		\$ 24.40		\$ 23.69		3.0%
Maintenance - Civic Center	999		\$ 55.90 (Per Event Setup)		\$ 54.27 (Per Event Setup)		3.0%

Alternate Rate

Orland Square Mall Youth Supervision program (2022-2023)***	\$ 41.20	\$ 41.20	0.0%
Orland Square Mall Youth Supervision program (2023-2024)***	\$ 42.44		

* See Pay Plan for Centennial Park Aquatic Center, next page

**Temporary position

*** Alternate Rate effective from the day after Thanksgiving through the second weekend of January

Note: Employees in Grades 100 through 500 will receive a pay increase equal to the amount of minimum range increase for the grade of their position, effective January 1, 2024, but will not be eligible for an additional merit increase

APPENDIX B
Village of Orland Park Compensation Plan - Part -Time Non-Represented Employees
Effective January 1, 2024 to December 31, 2024

Grade	Position	Year in position	2024 Hourly		2023 Hourly		% Increase	
			Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
*Pay Plan for Centennial Park Aquatic Center								
Grade	Position	Year in position	2023	2024	\$ Change	% Change		
200	CPAC Cashier	1st Year	\$ 14.00	\$ 14.25	\$ 0.25	1.79%		
	CPAC Cashier	2nd Year	\$ 15.45	\$ 14.75	\$ (0.70)	-4.53%		
	CPAC Cashier	3rd Year +	-	\$ 16.00		NA		^
200	Lifeguard	1st Year	\$ 15.00	\$ 15.00	\$ -	0.00%		
	Lifeguard	2nd Year	\$ 16.48	\$ 15.50	\$ (0.98)	-5.95%		^
	Lifeguard	3rd Year +	-	\$ 17.00		NA		^
200	Learn to Swim	1st Year	\$ 14.00	\$ 14.25	\$ 0.25			^
	Learn to Swim	2nd Year		\$ 14.75	\$ 14.75			^
	Learn to Swim	3rd Year +		\$ 15.25	\$ 15.25			^
300	CPAC Assistant Cashier Manager	1st Year	\$ 17.00	\$ 17.00	\$ -	0.00%		
	CPAC Assistant Cashier Manager	2nd Year	\$ 18.54	\$ 17.50	\$ (1.04)	-5.61%		
	CPAC Assistant Cashier Manager	3rd Year +	-	\$ 19.10		NA		
450	CPAC Senior Assistant Cashier Manager	1st Year	\$ 18.50	\$ 18.50	\$ -	0.00%		
	CPAC Senior Assistant Cashier Manager	2nd Year	\$ 19.06	\$ 19.00	\$ (0.05)	-0.29%		
	CPAC Senior Assistant Cashier Manager	3rd Year +	-	\$ 19.50		NA		
300	Team Leader	1st Year	\$ 17.00	\$ 17.50	\$ 0.50	2.94%		^
	Team Leader	2nd Year	\$ 17.51	\$ 18.00	\$ 0.49	2.80%		^
	Team Leader	3rd Year +	-	\$ 18.50		NA		^
400	Squad Leader	1st Year	\$ 18.50	\$ 19.00	\$ 0.50	2.70%		^
	Squad Leader	2nd Year	\$ 19.06	\$ 19.50	\$ 0.45	2.34%		^
	Squad Leader	3rd Year +	-	\$ 20.00		NA		^
500	Assistant Manager - Pool	1st Year	\$ 20.00	\$ 21.00	\$ 1.00	5.00%		^
	Assistant Manager - Pool	2nd Year	\$ 20.60	\$ 21.50	\$ 0.90	4.37%		^
	Assistant Manager - Pool	3rd Year +	-	\$ 22.00		NA		^

^ In the pay plan for CPAC employees, positions noted with a ^ reflect a change to the previous version. These changes are necessitated by noting that 2nd year guards earned \$16.48 in 2023, necessitating a change for 2024. The increase of 3rd year guards to \$17 / hour causes an increase to each more superior position to ensure that supervisory staff earn a higher hourly wage than less experienced subordinate staff.

Incentive Program

Lifeguard Certification

Lifeguard Certification received before May 1 \$100.00

Longevity Incentives (must be working through the following date ranges)

Cashiers (5/13/24 through 8/11/24) \$ 100.00
 Cashier Managers (5/13/24 through 8/11/24) \$ 100.00
 Rookie Lifeguards (5/18/24 through 8/11/24) \$ 100.00
 Veteran Lifeguards (5/20, 21, or 22 through 8/11/24) \$ 100.00
 Late Hire Lifeguards (6/8/24 through 8/11/24) \$ 100.00
 Leadership Team (5/13/24 through 8/11/24) \$ 100.00
 All Staff (work 8/11/2024 through 9/2/2024) \$ 50.00

Temporary schedule incentive, effective 8/12/24 through end of season

Lifeguards additional \$1.00 / hour
 Cashiers additional \$1.00 / hour

Alternate Rate for Special Recreation Overnight Travel

Alternate Rate	2023	2024	Percent Increase
Support Staff	\$ 13.00	\$ 14.00	7.7%
Lead Staff	\$ 14.00	\$ 15.00	7.1%

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number: **2023-0972**
Orig. Department: **Village President**
File Name: **Distribution of Proceeds from the 2023 Orland Park Veterans Golf Classic and various other fundraising events held by the Orland Park Veteran’s Commission**

BACKGROUND:

The net revenue for the Orland Park Veterans Golf Classic was \$31,161.00, which included sponsorship, golf participation sales, dinner ticket sales, raffle sales, silent auction sale & donations. Donation checks from the revenue raised by the various fundraisers held throughout the year by the Orland Park Veterans Commission will also be presented.

The Orland Park Veterans Commission is requesting approval of the following donations to the respective organizations:

Veterans Voices Military Group (Faith United Methodist Church, Orland Park)	\$10,000
VFW Post #2604 (Orland Park)	\$5,200
American Legion Post #111 (Orland Park)	\$4,800
	Total \$20,000

BUDGET IMPACT:

None. These donations are offset by the revenue collected from the Veteran's Golf Classic event.

REQUESTED ACTION:

I move to approve donating the proceeds from the Orland Park Veteran's Golf Classic & various other Orland Park Veterans Commission fundraisers to Veterans Voices Military Group in the amount of \$10,000, VFW Post #2604 in the amount of \$5,200 and American Legion Post #111 in the amount of \$4,800.

DATE: December 18,
2023

REQUEST FOR ACTION REPORT

File Number:	2023-0977
Orig. Department:	Village Manager
File Name:	Disabled American Veterans Post #84 License Agreement for Orland Park Veterans Center

BACKGROUND:

The Disabled American Veterans Post #84 (DAV #84) contacted the Village to request permission to hold meetings at the Orland Park Veterans Center. DAV #84 is a not-for-profit corporation empowering veterans to lead high-quality lives with respect and dignity. DAV #84 accomplishes this by ensuring that veterans and their families can access the full range of benefits available to them

The Orland Park Veterans Center is located at 15045 West Avenue in Orland Park, and has a meeting room space. The building is also used by the Veterans Voices Military Group, Veterans of Foreign Wars - Orland/Palos Post 2604 and the American Legion - Orland Park Post #111.

Staff is requesting the approval of a License Agreement with DAV #84. The License Agreement would grant a revocable license to DAV #84 to use the Veterans Center to hold meetings. The term of the revocable license is one (1) year, beginning on December 19, 2023, with an automatic renewal for an additional one (1) year term each year.

BUDGET IMPACT:

None

REQUESTED ACTION:

I move to approve the License Agreement between the Village of Orland Park and the Disabled American Veterans Post #84 for the use of the Orland Park Veterans Center, located at 15045 West Avenue;

AND,

Authorize the Village Manager to execute said License Agreement, subject to Village attorney review.



LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "License") is made and entered into as of the 18th day of December, 2023, by and between the parties the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois home rule municipal corporation (the "Licensor"), and Disabled American Veterans Post #84., an Illinois not-for-profit corporation (the "Licensee").

1. Grant of Revocable License: Licensed Space: Licensor hereby licenses to Licensee and Licensee hereby licenses from Licensor, the premises identified as the meeting room which constitutes the "Licensed Space", located on the first floor of the building located at, and known as, the Veterans Center (the "Center") located at 15045 West Avenue, Orland Park, IL 60462. It is understood and agreed that the final location of the Licensed Space within the Center shall be a meeting room and shall be located as reasonably determined by the Licensor. Said License is revocable and terminable. During the Term, it is understood and agreed that Licensor may grant licenses to other groups related to military within the Center.

In connection with Licensee's use of the Licensed Space, Licensee shall have the nonexclusive right to use (a) in common with Licensor and the other occupants of the Center in which the Licensed Space is located, the common area outside the Center that Licensee has the right to use, including parking lots; and (b) in common with the Licensor and other occupants of the Center, the hallways, restrooms and other areas of the Center that may be reasonably necessary for Licensee's use of the Licensed Space.

2. Term. The term of this License (the "Term") shall be one (1) year and shall commence on December 19, 2023 (the "Commencement Date") and end December 18, 2024 (the "Expiration Date"), unless sooner terminated as provided herein. This License shall automatically renew for an additional one (1) year Term upon each anniversary of the Commencement Date, unless a Party provides notice of its intent not to renew at least sixty (60) days prior to the end of the Expiration Date.

Notwithstanding any other provision of this License, the Licensor or Licensee may terminate this License, with cause (meaning a Default under Section 20 of this License), upon providing thirty (30) days prior written notice to the other party delineating the issues on which the party relies to terminate the License for cause. The parties shall consult during the thirty (30) day period to attempt to resolve the issues that led to the termination notice with the goal of avoiding the termination. Furthermore, Licensor can terminate this Agreement, without cause, upon providing forty-five (45) days prior written notice to Licensee.

3. License Payments. Beginning on December 19, 2023, Licensee shall pay an Annual License Fee in the amount of \$0.00 per year. Said amount shall be due and payable on the first day of each anniversary of the Commencement Date.

4. License Not Exclusive. This License is not exclusive to Licensee and Licensee shall have the privilege hereunder only of occupying the Licensed Space as the representative of Licensor in charge of the Center shall from time to time designate.

5. Permitted Use. Licensee shall use and occupy the Licensed Space to have meetings and for no other use or purpose. Licensee agrees to conduct its business at all times in a high-class manner. Licensee understands and agrees that it must contact the Licensor to reserve the Licensed Space at least two (2) weeks in advance of its intended meeting date and time. Licensee shall be permitted to use the Licensed Space for up to eight (8) hours per week or as mutually agreed between Licensee and Licensor.

6. No Creation of Right to Possession. Licensee acknowledges that this Agreement constitutes a revocable License, that this Agreement does not create a lease nor any right to the possession of the Center or the Licensed Space, nor does it create any estate or interest in the Center or the Licensed Space.

7. Taxes & Utilities. Licensor shall pay all federal, state, local governmental, special district and special service area taxes and assessments, exactions, impact fees and charges (including, without limitation, lease, rent or occupancy taxes) and other governmental charges and levies which are or shall become levied, due and payable or liens upon, assessed directly or indirectly against the Licensed Space and the Center (or any of the rents received therefrom) arising out of the use, occupancy, ownership, leasing, management, repair, replacement or operation of the Licensed Space, any part thereof, appurtenance thereto or property, fixtures or equipment therein imposed by any authority having jurisdiction over the Center and shall pay for all charges for water, sewer, electricity, gas, heat, steam, hot and/or chilled water, air-conditioning, ventilating and other utilities supplied to the Licensed Space. Licensor shall at all times cause to be provided to the Licensed Space service for water, sewer, electricity, gas, heat, steam, hot and/or chilled water, air-conditioning, ventilating, telephone and other utilities to the Licensed Space.

8. Compliance with Laws. Licensee will not make or permit to be made any use of the Licensed Space which, directly or indirectly, is forbidden by public law, ordinance or governmental regulation, which may be dangerous to persons or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the Center or covering its operations. Licensee, at its sole expense, shall comply with all rules, regulations or requirements of governmental and quasi-governmental authorities applicable to the Licensed Space, and shall not do or permit anything to be done, upon the Licensed Space or the Center, or bring or keep anything thereon in violation of rules, regulations or requirements of the Licensor and any other governmental or quasi-governmental authority having jurisdiction.

9. Conditions and Care of Licensed Space. Licensee's taking possession of the Licensed Space or any portion thereof shall be conclusive evidence against Licensee that the portion of the Licensed Space taken possession of was then in good order and satisfactory condition. Licensee shall not alter, remodel, or damage the Licensed Space. Licensor shall provide, at its sole cost and expense, cleaning services for the Licensed Space, but it shall be the obligation of Licensee to keep the Licensed Space in a clean and tidy condition at all times.

10. Assignments and Subletting. Licensee, without the prior consent of Licensor in each instance, shall not (a) assign, transfer, mortgage, pledge, hypothecate or encumber or subject to or permit to exist upon or be subjected to any lien or charge, this License or any interest under it, (b) allow to exist or occur any transfer of or lien upon this License or Licensee's interest herein by operation of law, (c) sublicense the Licensed Space or any part thereof, or (d) permit the use or occupancy of the Licensed Space or any part thereof for any purpose not provided for under Section 5 of this License or by anyone other than Licensee and Licensee's agents and employees.

11. Waiver of Certain Claims. To the extent not prohibited expressly by law, Licensee releases Licensor and its officers, agents, servants and employees, from and waives all claims for damages to person or property sustained by Licensee, its employees, agents, permittees, or invitees resulting directly or indirectly from fire or other casualty, any existing or future condition, defect, matter or thing in or about the Licensed Space, the Center or any part of it, or from any equipment or appurtenance therein, or from any accident in or about the Center, or from any act or neglect of any tenant or other occupant of the Center or any part thereof or of any other person, including Licensor, and its agents and servants.

12. Damage Caused by Neglect of Licensee or Licensor. If any damage to the Licensed Space or the Center or any equipment or appurtenance therein, whether belonging to Licensor, Licensee or to other licensees, tenants or occupants of the Center, results from any act or neglect of a party hereto, its employees, agents, contractors, licensees or invitees, the negligent party shall be liable therefore and the other party, at its option, may repair such damage and the negligent party, upon demand by the other party, shall reimburse the other party for all costs of such repairs and damages in excess of amounts, if any, paid to the other party under insurance covering such damage.

13. Personal Property. All personal property belonging to Licensee, its employees, agents, permittees, or invitees that is in the Center or the Licensed Space shall be there at the risk of Licensee only and Licensor shall not be liable for damage thereto or theft or misappropriation thereof. All personal property belonging to Licensor that is in the Center or the Licensed Space shall be there and Licensee shall be liable for damage thereto or theft or misappropriation thereof.

14. Removal of Property. On revocation, surrender or other termination of the License hereby given, Licensee shall quietly and peacefully surrender the portion of the Licensed Space occupied by Licensee in as good condition as same were at the time of Licensee's entry thereon hereunder and shall remove all fixtures, equipment, and other things placed by Licensee on the Licensed Space hereunder, and if Licensee shall fail to do so, Licensor shall have the right to make such removal at Licensee's expense, the amount of which expense Licensee shall pay to Licensor on demand, and if Licensor shall so elect, it shall have the right to take possession of and appropriate to itself without payment therefor any property of Licensee, or anyone claiming under it, then remaining on the premises.

15. Lost Keys. If at any time Licensee loses any key to the Center, Licensee shall be responsible for paying any and all costs incurred to change the locks and provide all Center tenants with a new set of keys. Any key not returned after the Termination of this Agreement shall be considered lost.

16. Notice. Where notice is required by this Licensee it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:



To the Licensor:
George Koczwarra, Village Manager
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: (708) 403-6151
Facsimile: (708) 3494859
gkoczwarra@orlandpark.org e-mail:

To the Licensee:
Name: _____
Company: _____
Address: _____
City, State, Zip: _____
Telephone: _____
Facsimile: _____
e-mail: _____

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

17. Indemnification. Licensee shall be fully responsible for any death, personal injury or property loss or damage occurring during or resulting from Licensee's use of the Licensed Space. To the extent not prohibited expressly by law, Licensee agrees to hold Licensor and its Trustees, officers, agents, servants and employees, harmless and to indemnify each of them against claims and liabilities, demand, cause of action or suit, including reasonable attorneys' fees and all costs of investigation and defense, for any death, injuries to all persons and damage to or theft, misappropriation or loss of property arising out of the use of the Center and/ or Licensed Space, including parking lots, by Licensee or the conduct of its business or from any activity, work or thing done, permitted or suffered by Licensee in or about the Licensed Space or from any breach or default on the part of Licensee in the performance of any covenant or agreement on the part of Licensee to be performed pursuant to the terms of this License or due to any other act or omission of Licensee, its agents, contractors, invitees, or employees, but only to the extent of Licensee's liability, if any, in excess of amounts, if any, paid to Licensor under insurance covering such claims or To the extent not prohibited expressly by law, Licensor agrees to hold Licensee and its agents, servants and employees, harmless and to indemnify each of them against claims and liabilities, including reasonable attorneys' fees, for injuries to all persons and damage to or theft, misappropriation or loss of property arising out of the use, operation or maintenance of the Center by Licensor or the conduct of its business or from any activity, work or thing done, permitted or suffered by Licensor in or about the Center or from any breach or default on the part of Licensor in the performance of any covenant or agreement on the part of Licensor to be performed pursuant to the terms of this License or due to any other act or omission of Licensor, its agents, ~~co~~invitees, licensees or employees, but only to the extent of Licensor's liability, if any, in excess of amounts, if any, paid to Licensee under insurance covering such claims or liabilities.

18. Insurance. If the Licensee is using the Licensed Space for a commercial purpose, the Licensee, at its expense, shall obtain, effective from the Commencement Date of the License, and shall keep in force and effect during the term of the License, liability insurance providing the following minimum coverage: commercial general liability insurance in the amount of \$1,000,000 combined single limit per occurrence and in the aggregate for bodily injury and property damage. The insurance required hereunder shall be placed with companies which are reasonably acceptable to the Licensor, and Certificate of Insurance and a copy of the policy of insurance shall be deposited with the Licensor. Licensee shall provide Licensor with a Certificate of Insurance showing Licensor as additional insured on primary and non-contributory basis. The Licensor shall be named on the ISO CG-20-10 form or its equivalent. Said Certificate and Insurance shall provide that, for the duration of the License the amount of insurance coverage shall not expire or otherwise be canceled, or changed until after written notification thirty (30) days in advance to the Licensor. To the maximum extent permitted by insurance policies which may be owned by Licensor or Licensee,

Licensee and Licensor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist. Any coverage obtained by Licensor shall be excess over the additional insured coverage.

19. Subrogation. Licensee agrees to have all fire and extended coverage and other property damage insurance which may be carried by Licensee endorsed with a clause providing that any release from liability of, or waiver of claim for recovery from Licensor, entered into in by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against Licensor. Without limiting any release or waiver of liability or recovery set forth elsewhere in this License, and notwithstanding anything in this License which may appear to be to the contrary, both Licensee and Licensor waive all claims for recovery from each other for any loss or damage to any of their property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies. Notwithstanding the foregoing or anything contained in this License to the contrary; any release or any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder.

20. Default. The occurrence of any one or more of the following matters constitutes a "Default" by Licensee under this License: (a) Failure by Licensee to pay any License Payments within ten (10) Business days after notice of failure to pay the same on the due date; (b) Failure by Licensee to observe or perform any covenant, agreement, condition or provision of this License, if such failure continues for thirty (30) days after written notice thereof from Licensor to Licensee. The failure by Licensor to observe or perform any covenant, agreement, condition or provision of this License, if such failure continues for thirty (30) days after written notice thereof from Licensee to Licensor shall constitute a "Default" by Licensor under this License. In the event of Default, Licensor shall be entitled to terminate this License Agreement by giving Licensee notice of termination, in which event this License Agreement shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the Expiration Date of the term of this License Agreement, and all rights of Licensee under this License Agreement and in and to the Licensed Space shall expire and terminate, and Licensee shall remain liable for all obligations under this License Agreement arising up to the date of such termination. Licensor shall recover from Licensee all damages Licensor may incur by reason of Licensee 's default.

21. Non-Waiver. No waiver of any condition expressed in this License shall be implied by any neglect of either party to enforce any remedy on account of the violation of such condition whether or not such violation is continued or repeated subsequently and no express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

22. Miscellaneous.

(a) Survival. All obligations of the parties under this License shall survive the Expiration Date or earlier termination of this License.

(b) Successors and Assigns. Each provision of this License shall extend to and shall bind and inure to the benefit not only of Licensor and Licensee, but also of their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer,



assignment, mortgage, encumbrance, lien, charge or subletting contrary to the provisions of this License.

(c) Modifications in Writing. No modification, waiver or amendment of this License or of any of its conditions or provisions shall be binding upon either party unless in writing signed by both parties.

(d) Headings. The headings of Sections are for convenience only and do not limit, expand or construe the contents of the Sections.

(e) Governing Law. All matters pertaining to this License (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. The parties herein waive trial by Jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Cook County, State of Illinois.

(D) Severability. The invalidity of any provision of this License shall not impair or affect in any manner the validity, enforceability or effect of the rest of this License.

(g) Entire Agreement. All understandings and agreements, oral or written, previously made between the parties hereto are merged in this License, which alone fully and completely expresses the agreement between Licensor (and its agents) and Licensee. This License cannot be amended or modified except by a written instrument executed by Licensor and Licensee.

(h) Force Majeure. If either party hereto fails to perform timely any of the terms, covenants or conditions of this License to be performed by such party and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God or any other cause beyond the reasonable control of such party, then such party shall not be deemed in default under this License as a result of such failure and any time for performance by such party provided for herein shall be extended by the period of delay resulting from such cause.

23. COVID-19. The Licensee shall be liable and assume full responsibility for use of the Licensed Space in compliance with all recommendations of the Illinois Department of Public Health, Cook County Department of Public Health, Centers for Disease Control, and the Village of Orland Park. This may include following social distancing guidelines, providing for the frequent sanitation of high-touch areas, wearing of facial coverings indoors, lowered occupancy/capacity limits, and other restrictions. Licensor assumes no responsibility for monitoring the use of the Licensed Space or compliance with any relevant recommendations. The Licensee assumes all liability, and agrees to hold the Licensor harmless, for any liability resulting from attendee exposure to disease causing organisms and/or objects, such as COVID-19, associated with Licensee's use of the Licensed Space.



IN WITNESS WHEREOF, the parties hereto have caused this License to be executed as of the date first above written.

VILLAGE OF ORLAND PARK
An Illinois home rule municipal
corporation

DISABLED AMERICAN VETERANS POST #84
an Illinois not-for-profit corporation

By: _____

By: _____

Its: _____

Its: _____