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AN ORDINANCE OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, AUTHORIZING PURCHASE OF WATER AND SERVICE THEREOF PURSUANT TO A LONG TERM WATER SALE, PURCHASE AND SERVICE AGREEMENT WITH THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS AND AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER SALE, PURCHASE AND SERVICE AGREEMENT WITH SAID VILLAGE

WHEREAS, the Village of Orland Park, Cook and Will Counties, Illinois (the “*Municipality*”) is a municipality owning and operating a municipal waterworks and sewerage system which provides water to its retail and certain wholesale customers; and

WHEREAS, the Village of Oak Lawn, Cook County, Illinois (“*Oak Lawn*”) supplies potable water from Lake Michigan to certain municipal customers (the “*Municipal Customers*”); and

WHEREAS, the Municipality is currently supplied with potable water from Lake Michigan directly by Oak Lawn through Oak Lawn’s regional water system; and

WHEREAS, the Municipality is concerned about the availability of a long term water supply at economical and reliable sources for its retail and wholesale customers; and

WHEREAS, the Municipality finds it is advisable to continue to obtain from Oak Lawn’s regional water system a continuing supply of water for its customers; and

WHEREAS, the form of the Water Sale, Purchase and Service Agreement between the Municipality, Oak Lawn and the other parties named therein has been presented to the Corporate Authorities and is attached hereto as *Exhibit A*; and

WHEREAS, certain of the Municipal Customers shall become signatories to the Agreement or to a similar agreement with Oak Lawn (collectively, the “*Agreements*”); and

WHEREAS, Oak Lawn is entering into the Agreement with the Municipality and the Agreements with Municipal Customers to provide the full requirements of the respective retail and wholesale municipal waterworks and sewerage systems; and

WHEREAS, the Agreement and the Agreements were created as a means to achieve economy, adequacy and reliability in the supply of water by planning, financing and operating 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 providing and transmitting water to its Municipal Customers thus making it possible for the Municipality and other Municipal Customers to achieve economies and efficiencies not possible for municipalities acting alone; and

WHEREAS, the President and Board of Trustees (the “*Corporate Authorities*”) of the Municipality consider it to be in the best interest of the Municipality and the citizens and

business entities located in the Municipality to enter into the Agreement in order to ensure the purchase of water at the least possible cost from the most reliable water source available; and

WHEREAS, the Corporate Authorities of the Municipality have explored the available sources for purchase of water and have determined that it is in the best interest of the Municipality to enter into the Agreement with Oak Lawn for the purchase of the full water requirements of the Municipality from the date as set forth in the Agreement through _____, 205__; and

WHEREAS, the revenues derived by Oak Lawn under the Agreement will be pledged, together with revenues derived by Oak Lawn from other written agreements to supply other Municipal Customers, municipalities or private entities with water, to secure the payment of revenue bonds issued by Oak Lawn; and

WHEREAS, under the Agreement, Oak Lawn has responsibility for planning and obtaining an adequate supply of water for the Municipality and its existing Municipal Customers; and

WHEREAS, in order for Oak Lawn to meet the long term water needs of the Municipality and the existing Municipal Customers in the future, Oak Lawn has determined to improve and expand its regional water system (the “*2013 Regional System Improvements*”) with the goal of providing the Municipal Customers with an adequate supply of water, which shall include but is 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 meter control equipment improvement; and

WHEREAS, the 2013 Regional System Improvements and any future water system improvements will require the issuance of revenue bonds by Oak Lawn; and

WHEREAS, the term of the Agreement for forty (40) years will allow for a sufficient amortization of the bonds to be issued by Oak Lawn; and

WHEREAS, based upon the foregoing facts, the Municipality by this Ordinance hereby finds and determines to confirm and approve the Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE MUNICIPALITY OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1:

The findings and determinations set forth in the preambles to this Ordinance are hereby made findings and determinations of the Corporate Authorities of the Village and are incorporated into the body of this Ordinance by reference.

SECTION 2:

Any and all prior action taken by the Corporate Authorities, the President, the Village Clerk and the Village Manager in connection with the Agreement is hereby ratified, confirmed and approved.

SECTION 3:

The Municipality is authorized pursuant to this Ordinance (a) to enter into the Agreement in the form attached hereto as *Exhibit A*, and (b) to be bound by the terms and conditions of the Agreement.

SECTION 4:

The Municipality shall purchase water from Oak Lawn under and pursuant to the terms of the Agreement to be effective on the date as set forth in the Agreement and continue through _____, 20__.

SECTION 5:

By this Ordinance, the President of the Municipality is hereby authorized and directed to execute and deliver, and the Village Clerk is hereby authorized to attest and seal the Agreement.

SECTION 6:

A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

SECTION 7:

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 8:

All ordinances, resolutions and orders, or parts thereof, in conflict with this Ordinance are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.