

MEETING AGENDA



Board of Trustees Meeting

Village of Homewood

December 14, 2021

Meeting Start Time: 7:00 PM

Village Hall Board Room

2020 Chestnut Road, Homewood, IL

Board Meetings will be held as in-person meetings. In addition to in-person public comment during the meeting, members of the public may submit written comments by email to comments@homewoodil.gov or by placing written comments in the drop box outside Village Hall. Comments submitted before 4:00 p.m. on the meeting date will be distributed to all Village Board members prior to the meeting.

Please see last page of agenda for virtual meeting information.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Introduction of Staff

5. Minutes:

Consider a motion to approve the minutes of the regular meeting of the Board of Trustees held on November 23, 2021.

6. Claims List:

Consider a motion to approve the Claims List of Tuesday, December 14, 2021 in the amount of \$2,071,079.12.

7. Hear from the Audience

8. Appointment(s):

Appointment/James Bruggman/Tree Committee: Consider a motion to appoint James Bruggman to the Tree Committee for a three-year term ending on December 14, 2024.

9. Oaths of Office:

The Village Clerk will administer the oath of office to Antonia Urbanski for the position of Administrative Secretary in the Fire Department.

10. Omnibus Vote: Consider a motion to pass, approve, authorize, accept, or award the following item(s):

A. Meeting Cancellation/December 28, 2021: Approve the cancellation of the regular meeting of the Board of Trustees scheduled for December 28, 2021.

B. Contract Renewal/Lobbying Services/Maren Ronan Ltd.: Authorize the Village President to enter into an agreement between Maren Ronan, Ltd. of Western Springs, IL and the Village of Homewood for lobbying services from January 1, 2022 to December 31, 2022 in the amount of \$3,000 per month.

C. 2021 Real Estate Tax Levy Ordinances:

M-2203: Pass an ordinance levying taxes for corporate purposes and for special funds for the fiscal year commencing on the first day of May 2022 and ending on the thirtieth day of April 2023 for the Village of Homewood.

M-2204: Pass an ordinance increasing the 2021 Street and Bridge Tax Levy in the Village of Homewood.

M-2205: Pass an ordinance directing the Cook County Clerk to reduce the Village of Homewood's 2021 Levy, if necessary, to comply with the property tax extension limitation law.

D. Letter Agreement/Metra/Parking Lot: Approve the execution of a letter agreement with Metra for operation and maintenance of their parking lot for an interim period.

E. M-2206/Fee Schedule/Parking Lot Fees: Pass an ordinance revising the Finance section of the Village Fee Schedule to include daily and monthly parking rates for commuter parking lots.

F. M-2207/Traffic Regulation Schedule/Stop and Yield Signs: Pass an ordinance revising schedules regulating the use of streets within the Village of Homewood to add stop signs and remove yield signs at the intersections of Gladville Avenue at Linden Avenue and Gladville Avenue at Burr Oak Road.

G. R-3093/Approval of Executive Session Minutes: Pass a resolution approving executive session minutes from May 2021 to November 9, 2021 and authorizing the destruction of executive session audio recordings from February 2020 to May 2020.

H. R-3094/Release of Executive Session Minutes: Pass a resolution determining minutes or portions thereof from executive sessions no longer requiring confidential treatment.

I. Agreement/Traffic Signal Maintenance/Meade, Inc.: Authorize the Village President to enter into a service agreement for traffic signal maintenance with Meade, Inc. in an amount not to exceed \$18,354.60.

J. Budget Amendment/Emergency Purchase/Police Department Squad: Approve a budget amendment in the amount of \$45,153.60 for the replacement vehicle and equipment for Squad #12; waive competitive bidding for an emergency purchase; and authorize the purchase of one 2021 Ford Police Interceptor Utility from D'Orazio Ford in the amount of \$35,153.60.

K. M-2208/Water Sale and Purchase Agreement/Village of Flossmoor: Pass an ordinance approving a water sale and purchase agreement between the Village of Homewood and the Village of Flossmoor.

11. General Board Discussion

12. Adjourn

Everyone entering the Village Hall must wear a face covering.

Zoom Link: <https://zoom.us/>

- To View the Meeting via Computer or Smartphone - Type in: Zoom.us into any internet browser.
Select: JOIN A MEETING from menu at top right of page. Meeting I.D.: 980 4907 6232
Meeting Password: 830183. Enter an email address (required), or

- To Listen to the Meeting via Phone - Dial: (312) 626-6799
Enter above "Meeting I.D. and Meeting Password" followed by "#" sign

VILLAGE OF HOMEWOOD
BOARD OF TRUSTEES MEETING
TUESDAY -NOVEMBER 23, 2021
VILLAGE HALL BOARD ROOM

CALL TO ORDER: President Hofeld called the regular meeting of the Board of Trustees to order at 7 p.m.

PLEDGE OF ALLEGIANCE: President Hofeld led the audience in the Pledge of Allegiance.

ROLL CALL: Clerk Marilyn Thomas called the roll. Those present were Village President Richard Hofeld, Trustee Cece Belue, Trustee Karen Washington, Trustee Vivian Harris-Jones, Trustee Lauren Roman, and Trustee Jay Heiferman. Trustee Lisa Purcell was absent.

President Hofeld introduced staff: Village Manager Jim Marino, Attorney Christopher Cummings, Director of Finance Dennis Bubenik, and Public Works Director John Schaefer.

MINUTES: The minutes of the meeting of November 9, 2021 were presented. There were no comments or corrections.

A motion was made by Trustee Roman and seconded by Trustee Washington to approve the minutes as presented.

Roll Call: AYES—Trustees Belue, Washington, Harris-Jones, Heiferman and Roman. NAYS –None. Motion carried.

CLAIMS LIST: The Claims List in the amount of \$535,665.25 was presented. There were no questions from the Trustees.

A motion was made by Trustee Washington and seconded by Trustee Harris-Jones to approve the Claims List as presented.

Roll Call: AYES—Trustees Belue, Washington, Harris-Jones, Roman and Heiferman. NAYS –None. Motion carried.

HEAR FROM THE AUDIENCE: President Hofeld invited the audience to address the board on any subject not on the agenda. No comments were offered.

APPOINTMENT: Clerk Thomas administered the oath of office to Katherine Becker, new landscape maintenance worker, and Kenneth Bailey, E-Tech. They will be on staff at Public Works.

OMNIBUS VOTE: The board is asked to consider a motion to pass, approve, authorize, accept, or award the following item(s):

- A. Ordinance M-2201/Donation of Property: Pass an ordinance authorizing the donation of abandoned, lost, or stolen property recovered by the Homewood Police Department to Restoration Ministries, Inc. located in Harvey, Illinois.
- B. Ordinance M-2202/Traffic Regulation Schedule/No U-Turn Signs: Pass an ordinance revising Schedule F of the Traffic Regulation Schedule and authorizing the installation of No U-Turn signs at 183rd Street at Center Avenue.
- C. Non-TIF Business Incentive Program/18701 Dixie Highway LLC/Art Corner: Authorize the Village President to enter into an agreement with 18701 Dixie Highway LLC to provide financial assistance from the non-TIF Business Incentive Program in the amount of \$1,500 for façade improvements at 18701-18705 Dixie Highway.
- D. Agreement/Fee Payment Processing/ParkMobile: Approve the service agreement between the Village of Homewood and ParkMobile to provide parking fee payment processing for commuter parking lots.
- E. Serial Raffle License/Marian Catholic High School: Authorize the issuance of a Serial Raffle License to Marian Catholic High School for a Queen of Hearts raffle with the following exceptions: 1) Extend the ticket sales timeframe from the 90-day maximum to a 1-year maximum; 2) Waive the capped/maximum prize value of \$5,000, or allow an increase up to \$250,000.
- F. Lease Agreement/Fourth Amendment/T-Mobile: Approve the fourth amendment to the lease agreement between the Village of Homewood and T-Mobile to add additional antennas on the water tower on Pierce Avenue. The agreement comes with a \$49,745 lease payment.
- G. Purchase approval/Fire Department: Waive competitive bidding due to utilizing a joint purchasing program; and approve the purchase of one EagleAir breathing air compressor in the amount of \$54,558.70 for the replacement of the breathing air compressor through SCBAs Inc., and the purchase of (20) SCBA packs with spare cylinders, (25) Vision C5 Masks, (2) RIT Packs, and (1) SCBA tool adapter from Municipal Emergency Services Inc. (MES) in the amount of \$168,660.00. The total purchase amount is \$223,218.70 of which 84 percent will be paid for using a FEMA grant.

GENERAL BOARD DISCUSSION: Trustees wished everyone a happy and safe Thanksgiving. Trustee Heiferman thanked Public Works Director Schaefer for his quick follow up/response to residents' suggestions that a No U-Turn sign be installed at 183rd and Center. He appreciated seeing action on this meeting's agenda.

EXECUTIVE SESSION: A motion was made by Trustee Washington and seconded by Trustee Roman to move to Executive Session to discuss the purchase or lease of real property; to discuss the semi-annual review of closed session minutes; and to discuss the employment of a specific employee or employees.

Roll Call: AYES—Trustees Belue, Washington, Harris-Jones, Heiferman and Roman. NAYS –None. Motion carried.

The board moved to Executive Session at 7:08 p.m.

The board returned from Executive Session at 7:21 p.m.

A motion was made by Trustee Heiferman and seconded by Trustee Belue to adjourn the regular meeting of the Board of Trustees.

Roll Call: AYES—Trustees Belue, Washington, Harris-Jones, Heiferman and Roman. NAYS –None. Motion carried.

The meeting adjourned at 7:21 p.m.

Respectfully submitted,

Marilyn Thomas

Village Clerk

Name	Description	DEPARTMENT	Net Invoice Amount
AARON MEYER	2022 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	120.00
Total AARON MEYER:			120.00
ACCURATE EMPLOYMENT SCR	EMPLOYMENT SCREENING SERVICES	MANAGER'S OFFICE	266.75
Total ACCURATE EMPLOYMENT SCREENING LLC:			266.75
AIDE RENTALS AND SALES	HEATERS FOR HOLIDAY LIGHTS	MANAGER'S OFFICE	523.00
Total AIDE RENTALS AND SALES:			523.00
ALEXANDER EQUIPMENT	L&M DEPT CHIPPER DIGITAL TACHOMETER	PUBLIC WORKS	506.95
Total ALEXANDER EQUIPMENT:			506.95
ALLISA OPYD	2022 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total ALLISA OPYD:			480.00
ALTA CONSTRUCTION EQUIPM	STREET DEPT COMPACTOR REPAIR PARTS	PUBLIC WORKS	264.43
Total ALTA CONSTRUCTION EQUIPMENT ILLINOIS LLC:			264.43
AMERICAN PRINTING TECHNO	VEHICLE STICKER WEBSITE	MANAGER'S OFFICE	86.00
Total AMERICAN PRINTING TECHNOLOGIES INC:			86.00
AMY ZUKOWSKI	2022 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	240.00
Total AMY ZUKOWSKI:			240.00
ANGELA MESAROS	2022 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total ANGELA MESAROS:			480.00
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL 11-22-2021	ASSETS	1,807.20
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE 11-20-2021	ASSETS	10,718.90
Total AVALON PETROLEUM COMPANY:			12,526.10
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	774.29
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	846.11
Total BOUND TREE MEDICAL LLC:			1,620.40
BRAVO SERVICES, INC.	CUSTODIAL SERVICE	PUBLIC WORKS	1,950.00
BRAVO SERVICES, INC.	CUSTODIAL SERVICE	PUBLIC WORKS	120.00
Total BRAVO SERVICES, INC.:			2,070.00
BRUNOS TUCKPOINTING	TUCKPOINTING VH	PUBLIC WORKS	1,795.00
BRUNOS TUCKPOINTING	TUCKPOINTING VH	PUBLIC WORKS	2,995.00
Total BRUNOS TUCKPOINTING:			4,790.00
BUELL MANUFACTURING COM	VEHICLE PARTS	FIRE DEPARTMENT	397.68

Name	Description	DEPARTMENT	Net Invoice Amount
Total BUELL MANUFACTURING COMPANY:			397.68
BULTEMA FARMS & GREENHO	FALL MUMS	PUBLIC WORKS	467.25
Total BULTEMA FARMS & GREENHOUSE INC:			467.25
BURNS & MCDONNELL ENGINE	WATER DELIVERY PROJECT	PUBLIC WORKS	1,039,551.20
BURNS & MCDONNELL ENGINE	183RD ST TRAFFIC STUDY ENGINEERING	PUBLIC WORKS	5,665.50
Total BURNS & MCDONNELL ENGINEERING CO., INC.:			1,045,216.70
C & M PIPE SUPPLY	SHOP STOCK	PUBLIC WORKS	1,832.00
Total C & M PIPE SUPPLY:			1,832.00
CHARLENE DYER	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	197.99
Total CHARLENE DYER:			197.99
CHEMSEARCH	VEHICLE MAINTENANCE DEPT -OIL	PUBLIC WORKS	486.84
Total CHEMSEARCH:			486.84
CHEVROLET OF HOMEWOOD	POLICE TAHOE WIPER BLADES	PUBLIC WORKS	44.96
Total CHEVROLET OF HOMEWOOD:			44.96
CHICAGO COMMUNICATIONS L	WATER DEPT PICKUP RADIO ANTENNA	PUBLIC WORKS	34.26
CHICAGO COMMUNICATIONS L	WATER DEPT PICKUP RADIO MIC	PUBLIC WORKS	54.64
Total CHICAGO COMMUNICATIONS LLC:			88.90
CHRISTOPHER BURKE EN	RIDGE ROAD STORMWATER PROJECT	PUBLIC WORKS	18,816.63
Total CHRISTOPHER BURKE EN:			18,816.63
CHRISTOPHER J. CUMMINGS, P	NOVEMBER LEGAL SERVICES	MANAGER'S OFFICE	11,978.14
CHRISTOPHER J. CUMMINGS, P	NOVEMBER PROSECUTIONS	MANAGER'S OFFICE	1,600.00
Total CHRISTOPHER J. CUMMINGS, P.C.:			13,578.14
CITY OF HARVEY WATER	NOVEMBER WATER PURCHASED 13-15	PUBLIC WORKS	97,250.82
CITY OF HARVEY WATER	NOVEMBER WATER PURCHASED 13-15	PUBLIC WORKS	56,743.38
CITY OF HARVEY WATER	NOVEMBER WATER PURCHASED 13-16	PUBLIC WORKS	56,743.37
CITY OF HARVEY WATER	NOVEMBER WATER PURCHASED 13-16	PUBLIC WORKS	108,468.68
Total CITY OF HARVEY WATER:			319,206.25
CLINTON JOHNSON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	399.45
Total CLINTON JOHNSON:			399.45
COMCAST BUSINESS CORP	FIBER INTERNET VH AND FIBER NETWORK CONNECTION	MANAGER'S OFFICE	1,689.41
COMCAST BUSINESS CORP	PRI TELEPHONE SERVICE ALL DIRECT DIAL NUMBERS	MANAGER'S OFFICE	420.26

Name	Description	DEPARTMENT	Net Invoice Amount
Total COMCAST BUSINESS CORP:			2,109.67
COMED	NOVEMBER SERVICES	PUBLIC WORKS	8,335.16
COMED	NOVEMBER SERVICES	PUBLIC WORKS	705.40
COMED	NOVEMBER SERVICES	PUBLIC WORKS	1,708.98
COMED	NOVEMBER SERVICES	PUBLIC WORKS	607.76
COMED	NOVEMBER SERVICES	PUBLIC WORKS	43.39
COMED	NOVEMBER SERVICES	PUBLIC WORKS	1,057.38
COMED	NEW SERVICE	PUBLIC WORKS	1,439.21
Total COMED:			13,897.28
CONSTELLATION NEW ENERGY	NOVEMBER 2021	PUBLIC WORKS	3,143.17
CONSTELLATION NEW ENERGY	NOVEMBER 2021	PUBLIC WORKS	3,048.66
Total CONSTELLATION NEW ENERGY, INC.:			6,191.83
COOK COUNTY CLERK	RECORDING FEES - VA	MANAGER'S OFFICE	8,536.00
Total COOK COUNTY CLERK:			8,536.00
COOK COUNTY DEPT. OF PUBL	HEALTH INSPECTIONS JULY-SEPTEMBER 2021	MANAGER'S OFFICE	400.00
Total COOK COUNTY DEPT. OF PUBLIC HEALTH:			400.00
CVB	HOTEL TAX - OCTOBER 2021	ASSETS	706.51
Total CVB:			706.51
D CONSTRUCTION INC.	2021 MFT STREET RESURFACING PAY ESTIMATE	PUBLIC WORKS	5,644.25
Total D CONSTRUCTION INC.:			5,644.25
DANA ROBINSON	80% MEDICARE SUPPL. REIMBURSEMENT	MANAGER'S OFFICE	131.68
Total DANA ROBINSON:			131.68
DANIEL ROSSI	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	416.91
Total DANIEL ROSSI:			416.91
DELTA SONIC CAR WASH	POLICE VEHICLE WASHES	PUBLIC WORKS	359.82
Total DELTA SONIC CAR WASH:			359.82
DELUXE BUSINESS CHECK	OFFICE SUPPLIES - FIN	MANAGER'S OFFICE	134.81
Total DELUXE BUSINESS CHECK:			134.81
DENISE MCGRATH	2022 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
DENISE MCGRATH	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	59.51
Total DENISE MCGRATH:			539.51
DENNIS GIOMETTI	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	1,032.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total DENNIS GIOMETTI:			1,032.00
DMC SECURITY SERVICE	HSC REPAIR - PW	PUBLIC WORKS	232.50
DMC SECURITY SERVICE	ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
DMC SECURITY SERVICE	ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
DMC SECURITY SERVICE	ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
DMC SECURITY SERVICE	ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
DMC SECURITY SERVICE	ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
DMC SECURITY SERVICE	ALARM MONITORING	PUBLIC WORKS	66.00
Total DMC SECURITY SERVICE:			628.50
DUDE SOLUTIONS, INC	BUILDING DEPT SOFTWARE	PUBLIC WORKS	1,140.00
DUDE SOLUTIONS, INC	BUILDING DEPT SOFTWARE	PUBLIC WORKS	2,018.75
Total DUDE SOLUTIONS, INC:			3,158.75
EBEL'S ACE HARDWARE	WREATH POWER CORDS	PUBLIC WORKS	21.57
Total EBEL'S ACE HARDWARE:			21.57
EDITH DOBREZ	2022 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total EDITH DOBREZ:			480.00
ERNEST LARSON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	1,473.60
Total ERNEST LARSON:			1,473.60
EXPERT CHEMICAL	OPERATING SUPPLIES	FIRE DEPARTMENT	565.38
EXPERT CHEMICAL	OPERATING SUPPLIES	FIRE DEPARTMENT	52.50
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	109.88
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	66.15
Total EXPERT CHEMICAL:			793.91
FEDERAL EXPRESS	EXPRESS POSTAGE FEES -	MANAGER'S OFFICE	25.88
FEDERAL EXPRESS	EXPRESS POSTAGE FEES -	MANAGER'S OFFICE	4.11
Total FEDERAL EXPRESS:			29.99
FIRE SERVICE INC	VEHICLE MAINT - FD	FIRE DEPARTMENT	1,823.55
FIRE SERVICE INC	VEHICLE PARTS - FD	FIRE DEPARTMENT	1,055.16
FIRE SERVICE INC	VEHICLE MAINT - FD	FIRE DEPARTMENT	951.00
FIRE SERVICE INC	VEHICLE PARTS - FD	FIRE DEPARTMENT	2,599.50
Total FIRE SERVICE INC:			6,429.21
FLEET SAFETY SUPPLY	POLICE DEPARTMENT OPTICOM STROBE	PUBLIC WORKS	856.21
FLEET SAFETY SUPPLY	WATER DEPT TECH TRUCK CONSOLE POCKET	PUBLIC WORKS	91.41
FLEET SAFETY SUPPLY	STREET DEPT LOADER LIGHT	PUBLIC WORKS	83.16
Total FLEET SAFETY SUPPLY:			1,030.78
FORD OF HOMEWOOD	POLICE DEPT UTILITY LICENSE PLATE LIGHTS	PUBLIC WORKS	102.51
FORD OF HOMEWOOD	PARTS RETURN CREDIT	PUBLIC WORKS	75.00-

Name	Description	DEPARTMENT	Net Invoice Amount
FORD OF HOMEWOOD	POLICE DEPT UTILITY AXLE AND HUB	PUBLIC WORKS	498.77
FORD OF HOMEWOOD	POLICE UTILITY ENGINE MOUNT	PUBLIC WORKS	99.66
FORD OF HOMEWOOD	WATER DEPT PICKUP STEERING WHEEL	PUBLIC WORKS	291.44
FORD OF HOMEWOOD	EXHAUST EMISSION	FIRE DEPARTMENT	59.52
FORD OF HOMEWOOD	POLICE DEPT CSO VAN BRAKES	PUBLIC WORKS	184.99
FORD OF HOMEWOOD	POLICE DEPT UTILITY DOOR HANDLE	PUBLIC WORKS	40.06
FORD OF HOMEWOOD	PLOICE DEPT UTILITY ANTIFREEZE	PUBLIC WORKS	43.38
FORD OF HOMEWOOD	POLICE DEPT UTILITY TRANSMISSION FLUID	PUBLIC WORKS	93.96
FORD OF HOMEWOOD	POLICE UTILITY SEAT BELT	PUBLIC WORKS	120.36
FORD OF HOMEWOOD	VEHICLE MAINTENANCE	FIRE DEPARTMENT	34.95
FORD OF HOMEWOOD	VEHICLE PARTS	FIRE DEPARTMENT	83.87
FORD OF HOMEWOOD	VEHICLE MAINTENANCE	FIRE DEPARTMENT	294.95
FORD OF HOMEWOOD	VEHICLE PARTS	FIRE DEPARTMENT	170.61
FORD OF HOMEWOOD	VEHICLE MAINTENANCE	FIRE DEPARTMENT	254.00
FORD OF HOMEWOOD	VEHICLE PARTS	FIRE DEPARTMENT	12.70
Total FORD OF HOMEWOOD:			2,310.73
GALLAGHER MATERIAL CORP	ASPHALT	PUBLIC WORKS	418.50
GALLAGHER MATERIAL CORP	ASPHALT	PUBLIC WORKS	324.00
Total GALLAGHER MATERIAL CORP:			742.50
GALLS INC	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	142.99
Total GALLS INC:			142.99
GFC LEASING	REPLACEMENT PART PD SCANNER	MANAGER'S OFFICE	166.42
Total GFC LEASING:			166.42
GLENN B JAROL	SHOP SUPPLIES	PUBLIC WORKS	284.05
Total GLENN B JAROL:			284.05
GORDON FLESCH CO, INC	MONTHLY PRINTER MAINTENANCE ALL STAND-ALONE	MANAGER'S OFFICE	80.00
Total GORDON FLESCH CO, INC:			80.00
HARRY BOEREMA	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	355.20
Total HARRY BOEREMA:			355.20
HELSEL JEPPERSON ELECTRI	ELECTRICAL SUPPLIES	PUBLIC WORKS	61.21-
HELSEL JEPPERSON ELECTRI	ELECTRICAL SUPPLIES	PUBLIC WORKS	61.28
HELSEL JEPPERSON ELECTRI	ELECTRICAL SUPPLIES	PUBLIC WORKS	2.95
HELSEL JEPPERSON ELECTRI	TRUCK STOCK	PUBLIC WORKS	170.06
Total HELSEL JEPPERSON ELECTRICAL:			173.08
HOMWOOD DISPOSAL	LANDSCAPE BIN DUMPING	PUBLIC WORKS	63.00
HOMWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	157.30
HOMWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	193.05
HOMWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	281.05
HOMWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	149.05
HOMWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	207.35
HOMWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	156.20

Name	Description	DEPARTMENT	Net Invoice Amount
HOMEWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	226.60
HOMEWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	2,168.10
HOMEWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	80.30
HOMEWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	1,039.95
HOMEWOOD DISPOSAL	LEAF PICKUP	PUBLIC WORKS	19,800.00
HOMEWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	521.95
HOMEWOOD DISPOSAL	NOVEMBER AND DECEMBER SERVICES	PUBLIC WORKS	1,196.08
Total HOMEWOOD DISPOSAL:			26,239.98
HOMEWOOD FLORIST, INC	CHRISTMAS GREENERY	PUBLIC WORKS	3,789.00
Total HOMEWOOD FLORIST, INC:			3,789.00
Houseal Lavigne Associates, LLC	CONSULTANT FOR ZONING CODE UPDATE	MANAGER'S OFFICE	5,124.91
Total Houseal Lavigne Associates, LLC:			5,124.91
IL MUNICIPAL LEAGUE	MEMBERSHIP 2022	MANAGER'S OFFICE	1,500.00
Total IL MUNICIPAL LEAGUE:			1,500.00
INGALLS OCCUPATIONAL HEAL	PRE-EMPLOYMENT PHYSICAL	PUBLIC WORKS	353.00
Total INGALLS OCCUPATIONAL HEALTH:			353.00
INTERSTATE BILLING SERV, IN	VEHICLE MAINTENANCE TRUCK REPAIR SOFTWARE	PUBLIC WORKS	610.00
Total INTERSTATE BILLING SERV, INC:			610.00
IPBC	DECEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	5,701.06
IPBC	DECEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	4.00
IPBC	DECEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	1,930.54
IPBC	DECEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	805.72
IPBC	DECEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	1,838.22
IPBC	DECEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	2,049.39
IPBC	DECEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	4.20
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	152.69
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	4,591.09
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	1,686.09
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	2,506.62
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	2,358.70
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	8.40
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	1,164.20
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	3,404.85
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	8,377.15
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	6,471.95
IPBC	DECEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	29,139.44
IPBC	DECEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	16.80
IPBC	DECEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	3,735.02
IPBC	DECEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	4.20
IPBC	DECEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	2,682.67
IPBC	DECEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	58,937.24
IPBC	DECEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	4.20
IPBC	DECEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	21.00
IPBC	DECEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	13,642.90
IPBC	DECEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	5,105.74

Name	Description	DEPARTMENT	Net Invoice Amount
IPBC	DECEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	4,622.67
IPBC	DECEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	57,902.00
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	261.77
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	524.67
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	6,535.19
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	5,239.61
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	4,276.81
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	8,751.66
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	8.40
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	1,926.98-
IPBC	DECEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	24.00-
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	377.89
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	566.84
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	944.73
Total IPBC:			244,405.34
JAMES FINFROCK	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	400.00
Total JAMES FINFROCK:			400.00
JDM COATINGS INC	VEST RACK FOR PD	PUBLIC WORKS	320.00
Total JDM COATINGS INC:			320.00
JENNIFER QUIRKE	2022 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total JENNIFER QUIRKE:			480.00
JERRY MAICACH	YEARS OF SERVICE AT RETIREMENT	MANAGER'S OFFICE	260.00
Total JERRY MAICACH:			260.00
JOHN RASMAS	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	222.98
Total JOHN RASMAS:			222.98
JONES PARTS & SERVICE INC	STREET DEPT PLOW TRUCK STARTER	PUBLIC WORKS	374.98
Total JONES PARTS & SERVICE INC:			374.98
JOSEPH M BURKE	RENTAL DEPOSIT REFUND	ASSETS	77.95
Total JOSEPH M BURKE:			77.95
KANKAKEE TRUCK EQUIPMEN	STREET DEPT DUMP TARP SPRINGS	PUBLIC WORKS	72.61
KANKAKEE TRUCK EQUIPMEN	STREET DEPT DUMP TRUCK SIDE BOARD	PUBLIC WORKS	75.00
Total KANKAKEE TRUCK EQUIPMENT:			147.61
KEVIN W SHAUGHNESSY	CSO APPLICANT POLYGRAPH	MANAGER'S OFFICE	230.00
Total KEVIN W SHAUGHNESSY:			230.00
KRISTINE BOSWELL	2022 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	120.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total KRISTINE BOSWELL:			120.00
LANER MUCHIN, LTD	RETAINER/LABOR RELATIONS	MANAGER'S OFFICE	3,666.67
Total LANER MUCHIN, LTD:			3,666.67
LAW OFFICE OF DENNIS G GIA	ADMINISTRATIVE HEARING OFFICER	MANAGER'S OFFICE	525.00
Total LAW OFFICE OF DENNIS G GIANOPOLUS:			525.00
LEEPS SUPPLY CO INC	PLUMBING REPAIRS - PW	PUBLIC WORKS	27.76
LEEPS SUPPLY CO INC	PLUMBING REPAIRS - PD	PUBLIC WORKS	16.64
Total LEEPS SUPPLY CO INC:			44.40
LENNOX INDUSTRIES, I	HVAC MAINTENANCE	PUBLIC WORKS	75.72
Total LENNOX INDUSTRIES, I:			75.72
LISA SYREN	2022 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	120.00
Total LISA SYREN:			120.00
LOUISE PAVALON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	819.20
Total LOUISE PAVALON:			819.20
M E SIMPSON CO INC	LEAK LOCATION	PUBLIC WORKS	475.00
Total M E SIMPSON CO INC:			475.00
MARIAN KIEPURA	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	268.00
Total MARIAN KIEPURA:			268.00
MAXIMILIAN MASSI	REIMBURSE/LIC RENEWAL - PW	PUBLIC WORKS	61.35
MAXIMILIAN MASSI	TRAINING - PW	PUBLIC WORKS	49.00
Total MAXIMILIAN MASSI:			110.35
MCMASTER CARR SUPPLY	BOLLARD COVERS	PUBLIC WORKS	422.25
Total MCMASTER CARR SUPPLY:			422.25
MEANY, INC	ELECTRICAL UPGRADE	PUBLIC WORKS	14,000.00
Total MEANY, INC:			14,000.00
MEDICAL REIMBURSEMENT SE	COLLECTION SERVICE / AMB FEES	ASSETS	3,410.26
MEDICAL REIMBURSEMENT SE	COLLECTION SERVICE / AMB FEES	ASSETS	860.41
Total MEDICAL REIMBURSEMENT SERVICES:			4,270.67
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	28.94
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	27.94
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	49.97

Name	Description	DEPARTMENT	Net Invoice Amount
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	49.97-
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	49.97
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	78.79
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	75.92
MENARDS INC	PD WALL REPAIRS	PUBLIC WORKS	33.54
MENARDS INC	WINTER DECOR	PUBLIC WORKS	211.59
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	6.54
MENARDS INC	CAMERA TRUCK SUPPLIES	PUBLIC WORKS	34.03
MENARDS INC	PD WALL REPAIRS	PUBLIC WORKS	34.43
MENARDS INC	OFFICE SUPPLIES	POLICE DEPARTMENT	44.94
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	17.05
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	1.89
MENARDS INC	VEHICLE MAINTENANCE STAINLESS NUT AND BOLTS	PUBLIC WORKS	42.82
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	13.44
MENARDS INC	VEHICLE MAINTENANCE DEPT BOX LEVELS	PUBLIC WORKS	81.89
MENARDS INC	GRASS SEED	PUBLIC WORKS	14.99
MENARDS INC	WINTER DECOR	PUBLIC WORKS	161.37
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	104.71
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	15.76
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	12.58
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	69.72
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	3.99
Total MENARDS INC:			1,166.84
MILLER HYDRAULIC SERVICE I	STREET DEPT PLOW CYLINDER	PUBLIC WORKS	671.21
Total MILLER HYDRAULIC SERVICE INC:			671.21
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPT WASHER SOLVENT, OIL DRY	PUBLIC WORKS	47.72
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPT DIESEL EXHAUST FLUID	PUBLIC WORKS	149.20
MONARCH AUTO SUPPLY	POLICE DEPT TAHOE AIR FILTER	PUBLIC WORKS	40.16
MONARCH AUTO SUPPLY	WATER DEPT PICKUP TIRE PRESS SENSOR	PUBLIC WORKS	17.94
MONARCH AUTO SUPPLY	POLICE DEPT ENGINE OIL FILTERS	PUBLIC WORKS	21.66
MONARCH AUTO SUPPLY	WATER DEPT SEWER JET HOSE FITTINGS	PUBLIC WORKS	32.28
MONARCH AUTO SUPPLY	WATER DEPT PICKUP OIL FILTERS	PUBLIC WORKS	18.84
MONARCH AUTO SUPPLY	WATER DEPT SEWER JET PRESSURE HOSE	PUBLIC WORKS	239.67
MONARCH AUTO SUPPLY	WATER DEPT BACKHOE HYDRAULIC FITTINGS	PUBLIC WORKS	71.86
MONARCH AUTO SUPPLY	L&M DEPT CHIPPER AIR FILTER	PUBLIC WORKS	15.23
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPT WINDSHIELD WASHER SOLVENT	PUBLIC WORKS	22.74
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPT HITCH PINS	PUBLIC WORKS	15.98
Total MONARCH AUTO SUPPLY:			693.28
MUNICIPAL SYSTEMS LLC	MOVE/ABC HEARING COMMISSION	POLICE DEPARTMENT	530.00
MUNICIPAL SYSTEMS LLC	ADMINISTRATIVE HEARING COMMISSION	POLICE DEPARTMENT	742.00
Total MUNICIPAL SYSTEMS LLC:			1,272.00
NADEAU'S ICE SCULPTURE IN	ICE SCULPTURE WALK PART OF MIRACLE ON MARTIN	MANAGER'S OFFICE	5,415.00
Total NADEAU'S ICE SCULPTURE INC.:			5,415.00
NAPOLEON HANEY	2022 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total NAPOLEON HANEY:			480.00

Name	Description	DEPARTMENT	Net Invoice Amount
NICOR	NOVEMBER SERVICES	PUBLIC WORKS	4,502.54
NICOR	NOVEMBER SERVICES	PUBLIC WORKS	100.23
NICOR	NOVEMBER SERVICES	PUBLIC WORKS	42.24
Total NICOR:			4,645.01
OHD, LLLP	BREATHING EQUIPMENT	FIRE DEPARTMENT	415.00
Total OHD, LLLP:			415.00
O'HERRON CO	TOURNIQUETS	POLICE DEPARTMENT	149.95
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	151.98
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	45.98
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	66.99
Total O'HERRON CO:			414.90
PAUL ZAREMBA	GRANT WRITING SERVICES	MANAGER'S OFFICE	3,750.00
Total PAUL ZAREMBA:			3,750.00
PRECISION PUMP AND MECHA	EMERGENCY REPAIR LIFT STATION 10	PUBLIC WORKS	5,435.00
Total PRECISION PUMP AND MECHANICAL, INC:			5,435.00
QUILL CORPORATION	2021 1099 FORMS	MANAGER'S OFFICE	47.98
Total QUILL CORPORATION:			47.98
RAYMOND MC CALLUM	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	552.00
Total RAYMOND MC CALLUM:			552.00
REGINA M RODZEN	RENTAL DEPOSIT REFUND	ASSETS	100.00
Total REGINA M RODZEN:			100.00
RELIANCE SAFETY LANE & SE	VEHICLE SAFETY INSPECTION	PUBLIC WORKS	65.00
Total RELIANCE SAFETY LANE & SERVICE:			65.00
ROBERT GRABOWSKI	2022 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total ROBERT GRABOWSKI:			480.00
ROBERT MISNER	2022 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total ROBERT MISNER:			480.00
ROBERT UTTER	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	630.40
Total ROBERT UTTER:			630.40
ROBERT WENDT	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	682.58
Total ROBERT WENDT:			682.58

Name	Description	DEPARTMENT	Net Invoice Amount
ROEDA, INC	WATER DEPT TECH TRUCK DECALS	PUBLIC WORKS	543.50
Total ROEDA, INC:			543.50
RONALD J. NIXON	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	60.00
RONALD J. NIXON	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	25.00
RONALD J. NIXON	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	15.00
RONALD J. NIXON	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	15.00
Total RONALD J. NIXON:			115.00
RUBBER INC	VEHICLE MAINT DEPT TIRE REPAIR SUPPLIES	PUBLIC WORKS	300.98
Total RUBBER INC:			300.98
RUSO POWER EQUIPMENT	OPERATING SUPPLIES	PUBLIC WORKS	240.93
Total RUSSO POWER EQUIPMENT:			240.93
SARAH JOHANNA MEEKS	CONTRACTUAL GRAPHIC DESIGNER/SOCIAL MEDIA	MANAGER'S OFFICE	297.00
Total SARAH JOHANNA MEEKS:			297.00
SAUNORIS BROTHERS, INC	WINTER DECORATIONS	PUBLIC WORKS	134.00
Total SAUNORIS BROTHERS, INC:			134.00
SEBIS DIRECT, INC	WATER BILL PROCESS/OCTOBER 2021	PUBLIC WORKS	723.63
Total SEBIS DIRECT, INC:			723.63
SECRETARY OF STATE	CONFIDENTIAL PLATE RENEWAL	PUBLIC WORKS	151.00
Total SECRETARY OF STATE:			151.00
SHERWIN WILLIAMS	PAINT	PUBLIC WORKS	34.22
SHERWIN WILLIAMS	PAINT	PUBLIC WORKS	52.52
Total SHERWIN WILLIAMS:			86.74
SNAP-ON INDUSTRIAL	WATER DEPT HD RATCHET AND SOCKETS	PUBLIC WORKS	198.35
Total SNAP-ON INDUSTRIAL:			198.35
SOUTH SUBURBAN PADS	PADS CONTRIBUTION - OCT/NOV 2021	ASSETS	576.00
Total SOUTH SUBURBAN PADS:			576.00
STANARD & ASSOCIATES INC.	PSYCHOLOGICAL TESTING (FULL-TIME FIRE) CANDIDATE	MANAGER'S OFFICE	600.00
Total STANARD & ASSOCIATES INC.:			600.00
STEVE DE JONG	2022 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total STEVE DE JONG:			480.00
STEVE FOLEY	2022 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	120.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total STEVE FOLEY:			120.00
SUBURBAN LABORATORIES IN	WATER SAMPLES	PUBLIC WORKS	305.00
Total SUBURBAN LABORATORIES INC:			305.00
SUPERFLEET MASTERCARD	FUEL POLICE HSI	PUBLIC WORKS	656.55
Total SUPERFLEET MASTERCARD:			656.55
SWIFT SAW & TOOL SUPPLY	HYDRANT BOLTS	PUBLIC WORKS	217.50
Total SWIFT SAW & TOOL SUPPLY:			217.50
SYLVIA ALEXANDER	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	42.98
Total SYLVIA ALEXANDER:			42.98
TARGETSOLUTIONS LEARNING	ANNUAL SUBSCRIPTION FD VEHICLE INVENTORY	MANAGER'S OFFICE	1,686.79
TARGETSOLUTIONS LEARNING	ANNUAL SUBSCRIPTION FD ON-LINE TRAINING	MANAGER'S OFFICE	4,587.54
Total TARGETSOLUTIONS LEARNING, LLC:			6,274.33
TELEFLEX, LLC	MEDICAL SUPPLIES	FIRE DEPARTMENT	1,115.50
Total TELEFLEX, LLC:			1,115.50
TEMPERATURE EQUIPMENT C	HVAC REPAIRS	PUBLIC WORKS	27.83
TEMPERATURE EQUIPMENT C	HVAC REPAIRS	PUBLIC WORKS	302.00
Total TEMPERATURE EQUIPMENT CO:			329.83
TERMINIX PROCESSING CNTR	PEST CONTROL/PD - PW	PUBLIC WORKS	103.00
TERMINIX PROCESSING CNTR	PEST CONTROL - FD	PUBLIC WORKS	104.00
Total TERMINIX PROCESSING CNTR:			207.00
THE STUTTLEY GROUP, LLC	ADMINISTRATIVE HEARING OFFICER	MANAGER'S OFFICE	1,050.00
Total THE STUTTLEY GROUP, LLC:			1,050.00
THORN CREEK BASIN SAN DIS	LATE PMT PENALTIES CHARGED TO CUSTOMERS	ASSETS	1,123.54
THORN CREEK BASIN SAN DIS	TCBSD REVENUE PAYOUT	ASSETS	81,402.89
Total THORN CREEK BASIN SAN DISTRICT:			82,526.43
TIMOTHY STINNETT	2022 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total TIMOTHY STINNETT:			480.00
TKB ASSOCIATES INC	LASERFICHE ANNUAL SUPPORT AND MAINTENANCE	MANAGER'S OFFICE	6,399.00
Total TKB ASSOCIATES INC:			6,399.00
TRAFFIC CONTROL & PROTEC	SIGN MATERIALS - PW	PUBLIC WORKS	220.50

Name	Description	DEPARTMENT	Net Invoice Amount
Total TRAFFIC CONTROL & PROTECTION:			220.50
TRANE CO	HVAC PARTS	PUBLIC WORKS	6.68
Total TRANE CO:			6.68
TRIMBLE SOLUTIONS USA, INC	TEKLA TEDDS CALCULATION SOFTWARE	PUBLIC WORKS	1,040.00
TRIMBLE SOLUTIONS USA, INC	TEKLA TEDDS ENGINEERING SOFTWARE	PUBLIC WORKS	1,040.00
Total TRIMBLE SOLUTIONS USA, INC:			2,080.00
TYHANI HILL	2022 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	120.00
Total TYHANI HILL:			120.00
ULINE	LIFT STATION 4 SUPPLIES	PUBLIC WORKS	163.41
Total ULINE:			163.41
ULTIMATE RENTAL SERVICES	ADDITIONAL BALANCE DUE TO CHANGING THE TENTS	MANAGER'S OFFICE	675.00
Total ULTIMATE RENTAL SERVICES:			675.00
USA BLUEBOOK	LOCATE PAINT	PUBLIC WORKS	223.80
Total USA BLUEBOOK:			223.80
VERIZON CONNECT NWF INC.	STREET DEPT PLOW TRUCK GPS	PUBLIC WORKS	134.33
Total VERIZON CONNECT NWF INC.:			134.33
VISUAL IMAGING RESOURCES,	SEWER INSPECTION CAMERA	PUBLIC WORKS	89,487.74
Total VISUAL IMAGING RESOURCES, LLC:			89,487.74
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	53.81
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	FIRE DEPARTMENT	28.82
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES-FIN	MANAGER'S OFFICE	252.91
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES-FIN	MANAGER'S OFFICE	48.32
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	149.52
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES-FIN	MANAGER'S OFFICE	41.69
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES-FIN	MANAGER'S OFFICE	103.50
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	58.73
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES-FIN	MANAGER'S OFFICE	89.60
Total WAREHOUSE DIRECT OFFICE PDTS:			647.70
WEST SIDE TRACTOR SALES	WATER DEPT-HYDRAULIC OIL	PUBLIC WORKS	274.96
WEST SIDE TRACTOR SALES	WATER DEPT-BUCKET SHIMS	PUBLIC WORKS	14.80
Total WEST SIDE TRACTOR SALES:			289.76
WEX HEALTH, INC	NOVEMBER FSA FEE	MANAGER'S OFFICE	289.00
Total WEX HEALTH, INC:			289.00

Name	Description	DEPARTMENT	Net Invoice Amount
Wiest Curt	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	40.97
Total Wiest Curt:			40.97
CHICAGO TITLE COMPANY, LLC	TRUIMPH PROPERTY CLOSING-11/19/2021	MANAGER'S OFFICE	4,000.00
Total CHICAGO TITLE COMPANY, LLC			4,000.00
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES - FD	PUBLIC WORKS	48,571.80
Total ZOLL MEDICAL CORPORATION:			48,571.80
Grand Totals:			2,071,079.12

Dated: _____

Village Clerk: _____

VILLAGE OF HOMEWOOD



BOARD AGENDA MEMORANDUM

DATE OF MEETING: December 14, 2021

To: Jim Marino, Village Manager

From: Bob Grabowski, Fire Chief

Topic: Oath of Office – Antonia Urbanski

PURPOSE

Antonia Urbanski has been hired as a full-time Administrative Secretary effective November 29, 2021 to fill a vacancy in the Fire Department's office of administration. Antonia is ready to take the oath of office at the board meeting to be held on December 14, 2021.

PROCESS

The Village of Homewood recently completed the recruitment process and chose Antonia based on her administrative experience of more than 10 years, and her knowledge of local government processes and procedures.

OUTCOME

Filling the vacancy of Administrative Secretary will allow the Fire Department's operations to continue to function efficiently and effectively.

FINANCIAL IMPACT

- **Funding Source:** No Financial Impact
- **Budgeted Amount:** N/A
- **Cost:** N/A

LEGAL REVIEW Not Required

RECOMMENDED BOARD ACTION

Request the Village Clerk to administer the Oath of Office to Antonia Urbanski for the position of Administrative Secretary in the Fire Department.

ATTACHMENT(S)

None



BOARD AGENDA MEMORANDUM

DATE OF MEETING: December 14, 2021

To: Village President and Board of Trustees

From: Jim Marino, Village Manager

Topic: Lobbying Services Agreement Renewal

PURPOSE

The lobbying services agreement with Maren Ronan is due to expire at the end of the year and needs to be renewed.

PROCESS

Attached for your consideration is an agreement with Maren Ronan for legislative lobbying services. This is a renewal of our agreement that is due to expire on December 31, 2021. The fee for her services remains unchanged at \$3,000 per month. This expenditure is budgeted.

OUTCOME

Utilizing a lobbyist to represent our interests in Springfield has proven of great worth. Maren Ronan has voiced our opposition and support for proposed legislation that would negatively or positively impact our finances, operations and our ability to serve the residents. In particular, her efforts helped to pass legislation that dissolved the Chicago South Suburban Mass Transit District, which allows us to take ownership of the commuter parking lots, and she helped to pass legislation that allowed us to impose a local motor fuel tax. Additionally, Maren provides bi-weekly reports on proposed legislation, status of bills and updates on what's taking place in Springfield, which is shared with you.

FINANCIAL IMPACT

- **Funding Source:** General Fund
- **Budgeted Amount:** \$36,000
- **Cost:** \$36,000

LEGAL REVIEW

Not Required

VILLAGE OF HOMEWOOD

Item 10. B.



RECOMMENDED BOARD ACTION

Authorize the Village President to enter into an agreement between Maren Ronan, Ltd. of Western Springs, IL and the Village of Homewood for lobbying services from January 1, 2022 to December 31, 2022 in the amount of \$3,000 per month.

ATTACHMENT(S)

Agreement

LOBBYING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into as of this January 1, 2022 by and between Maren Ronan Ltd., a consulting firm with offices at 319 Rugeley Road, Western Springs, IL 60558 (hereinafter called "*MR Ltd.*"), and the Village of Homewood, with its principal offices at 2020 Chestnut Road, Homewood Illinois 60430 (hereinafter "*Village*")

WITNESSETH:

WHEREAS, THE VILLAGE OF HOMEWOOD wishes to retain Maren Ronan Ltd. to perform certain lobbying services (hereinafter more particularly described) on behalf of the Village and its subsidiaries in the State of Illinois; and

WHEREAS, MAREN RONAN LTD. has represented to the Village that it is capable and is willing to undertake the performance of lobbying services in the State of Illinois.

NOW, THEREFORE, in consideration of the payments to be made to Maren Ronan Ltd., as herein provided, and the mutual agreements herein contained, the parties agree as follows:

1. Terms and Termination.

- (a) This agreement shall be effective as of January 1, 2022, and shall continue in full force and effect through December 31, 2022 a period of one year; However, either party may terminate this agreement at any time without liability, upon thirty days (30) written notice. In the event of termination, any monthly invoices already billed and owing shall be paid, and the final thirty (30) day period shall be prorated accordingly.
- (b) For and in consideration of MR Ltd.'s performance of services in accordance with the terms and conditions of this agreement, the Village shall pay MR Ltd., a fee of \$3,000 per month, payable upon monthly invoice.
- (c) It is understood and agreed that the compensation recited within this section includes usual and ordinary costs and expenses. If MR Ltd. determines that there is a need to incur extraordinary costs and expenses in the performance of services hereunder, then in that event, the Village shall reimburse MR Ltd. for the same, provided the nature, amount and circumstances thereof are fully disclosed to and approved by an authorized representative designated by the Village under Section 5, herein, prior to the time the same are incurred, and upon receipt of a detailed accounting of all such extraordinary costs and expenses.

2. Governmental Relations/Lobbying Services.

The Village hereby retains MR Ltd., and MR Ltd., hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of the Village and its subsidiaries in the State of Illinois performing lobbying services (hereby called "*Services*"). Such Services shall include, but not be limited to, the following:

- (a) Monitoring and keeping the Village apprised on a regular basis of all bills and amendments now pending or proposed or which may be proposed during the term hereof, in the Illinois state legislature or in any agency or department of the State of Illinois, pertaining to the business, projects, reputation or interests of the Village.

- (b) Providing the Village with information and guidance as to the matters described herein and making recommendations as to the appropriate actions which should be taken consistent with the objectives of this Agreement;
- (c) Lobbying efforts with key legislative or regulatory officials and their staffs, on matters pertaining to the business, products, reputation or interests of the Village or its subsidiaries; and
- (d) On instructions from an authorized representative, undertaking such actions as to the Village may deem appropriate and consistent with the objectives of this Agreement, which actions shall include, but not limited to, appearing and/or testifying at hearings and promote the interests of the Village and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.
- (e) MR Ltd. shall maintain close liaison and frequent communication with the authorized representatives designated by the Village, particularly during critical periods or on priority items.

3. **Relationship with Other Clients**

In the event that a possible conflict of interest arises at any time during the term of this Agreement between the interests of the Village or its subsidiaries and those of MR Ltd.'s other clients, MR Ltd. agrees to notify the thereof promptly the Village and shall, if so directed by the Village refrain from performing services with respect to such area of competing interest. MR Ltd. agrees that the Village shall have the right to terminate this agreement without liability upon written notice to MR Ltd., if, in the Village's sole judgment, upon reasonable basis, MR Ltd.'s representation of its other clients conflicts with the best interests of the Village or its subsidiaries.

4. **Compliance with State and Federal Laws.**

The parties recognize and agree that it has been the other's long – standing policy to comply fully with all applicable federal, state and local laws regulative corporate political and governmental relationships/lobbying activities, and each of the parties agrees that he/she/it will fully comply with all federal, state or local governmental or judicial body, agency or official pertaining to its performing services.

5. **Confidentiality.**

Inasmuch as in the rendering of Services hereunder, MR Ltd., its associates and employees may acquire confidential information and data concerning the business and operations of, or belonging to the Village, and additional information and data will be made available to or developed by MR Ltd.; MR Ltd. agrees to treat and maintain all such information and data as the Village's confidential property and not to divulge it to others at any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of the Services or as may be consented to by the Village, unless and until such information becomes a part of the public domain or MR Ltd. legally acquires such information without restriction on disclosure from sources other than the Village or other companies with whom the Village has a business relationship.

6. **Independent Contractor**

Maren Ronan, Ltd is and shall act as an independent contractor in performing any services hereunder.

7. Non-Assignment.

This Agreement shall be personal to the parties hereto and no party shall (by operation of law or otherwise) transfer or assign its rights or delegate its performance hereunder; and any such transfer, assignment or delegation shall be void and of no effect.

8. Miscellaneous.

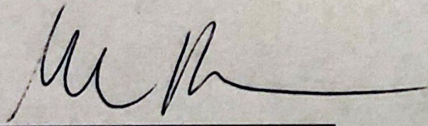
- (a) This agreement constitutes the full understanding of the parties and a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement relating to MR Ltd.'s performing services hereunder and supersedes any and all prior agreements, whether written or oral between the parties. No waiver by any party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver or any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
- (b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Maren Ronan Ltd.

Village of Homewood

By



Maren Ronan
Title: President

By

Honorable Rich Hofeld
Title: Mayor of Homewood



BOARD AGENDA MEMORANDUM

DATE OF MEETING: December 14, 2021

To: Jim Marino, Village Manager

From: Dennis Bubenik, Director of Finance

Topic: 2021 Real Estate Tax Levy

PURPOSE

It is necessary to file a real estate tax levy for 2021 with the County. As a non-home rule community, we are subject to setting the yearly real estate tax under the State mandated tax cap rules. These tax cap rules apply to the day-to-day and pension levy but not to the debt levy. A vote by the Village Board is required on the 2021 real estate tax levy.

PROCESS

We discussed with the Board at their November 9, 2021 meeting, a draft 2021 real estate tax levy that meets the State's tax cap requirements. Those tax cap rules allow the total tax capped levy to increase by the change in CPI (1.4%) for the past year plus an increase for estimated new construction EAV (3.3%). That tax cap increase of 4.7% for the 2021 real estate tax levy is reduced by the debt levy, which is not subject to tax cap rules. Our debt levy decreases for 2021 so the 4.7% increase is reduced to a 3.8% increase for the total real estate tax levy.

OUTCOME

The 2021 real estate tax levy meets State tax cap rules for non-home rule communities. It provides the village revenue of \$6,881,974 of which \$2,243,708 will be used in the general fund for day-to-day operations. \$3,993,416 is allocated for pension funds, which includes social security costs, and \$644,850 of revenue is allocated for the debt service fund to pay the required principal and interest on Village of Homewood's outstanding debt.

It should be noted that the Village of Homewood's share of the yearly real estate tax bill is approximately 10%. This total 2021 real estate tax levy of \$6,881,974 is an important revenue stream, which helps the Village provide high quality municipal services such as public safety and public works.

VILLAGE OF HOMEWOOD

Item 10. C.



FINANCIAL IMPACT

- **Funding Source:** No Financial Impact
- **Budgeted Amount:** N/A
- **Cost:** N/A

LEGAL REVIEW

Not required

RECOMMENDED BOARD ACTION

Pass 1) an ordinance levying taxes for corporate purposes and for special funds for the fiscal year commencing on the first day of May 2022 and ending on the thirtieth day of April 2023 for the Village of Homewood; 2) an ordinance increasing the 2021 street and bridge tax levy in the Village of Homewood; and 3) an ordinance directing the Cook County Clerk to reduce the Village of Homewood's 2021 Levy, if necessary, to comply with the property tax extension limitation law.

ATTACHMENT(S)

Ordinances

ORDINANCE NO. M - 2203

**AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES
AND FOR SPECIAL FUNDS FOR THE FISCAL YEAR
COMMENCING ON THE FIRST DAY OF MAY 2022 AND ENDING ON THE
THIRTIETH DAY OF APRIL, 2023
FOR THE VILLAGE OF HOMEWOOD, ILLINOIS**

Whereas, the President and Board of Trustees of the Village of Homewood, Cook County, Illinois, have by ordinance entitled:

“An Ordinance amending Chapter 4, ‘Village
Administration’ of the Municipal Code of the
Village of Homewood, County of Cook, State of
Illinois, by adding certain sections thereto
Providing for the adoption by the said
Village of Homewood of Sections 8-2-9.1
Through and including 8-2-9.10 of the Village Municipal Code”

Adopted Section 8-2-9.1 and Sections 8-2-9.2 through 8-2-9.10 of the Illinois Municipal Code, said ordinance having been passed March 25, 1969 by at least two-thirds majority vote of those members of the Village Board then holding office; and

WHEREAS, the President and Board of Trustees of the said Village did on April 27, 2021 pass and adopt an annual budget for the Village of Homewood, Cook County, Illinois; and

WHEREAS, in accordance with Section 8-2-9.4 of the Illinois Municipal Code, passage and adoption of the annual budget is deemed passage of the annual Appropriation Ordinance as required by Section 8-2-9 of the said Code; and

WHEREAS, the President and Board of Trustees of the Village of Homewood, Cook County, Illinois now deem it necessary and proper to pass and adopt an ordinance levying taxes for the current fiscal year as authorized by Division 3, Article 8, of the Illinois Municipal Code;

NOW THEREFORE, BE IT ORDAINED by the president and the Board of Trustees of the Village of Homewood, County of Cook, and the State of Illinois that:

SECTION 1 – LEVYING CLAUSE

A tax for the sums of money designated in the following sections of the Ordinance or as much thereof as may be authorized by law to defray all expenses and liabilities of the Village for the fiscal year commencing on the first day of May, 2022 and ending on the thirtieth day of April, 2023 for the Village of Homewood, Illinois, be and the same is hereby levied for the purposes specified against all taxable property in the Village.

<u>Description</u>	<u>Budgeted</u>
<u>Section 2 - Legislative</u>	
Salaries & Wages	\$17,800
Services	\$79,190
Transfers	<u>\$0</u>
<i>Total Public Representation</i>	\$96,990
<u>Section 3 - Manager's Office/Legal</u>	
Salaries & Wages	\$926,480
Other Personnel Expense	\$120,499
Services	\$1,432,129
Commodities	\$9,500
Transfers	<u>\$0</u>
<i>Total Executive Management</i>	\$2,488,608
<u>Section 4 - Finance Department</u>	
Salaries & Wages	\$320,574
Other Personnel Expense	\$40,256
Services	\$787,483
Commodities	\$20,000
Transfers	<u>\$0</u>
<i>Total Finance Department</i>	\$1,168,313
<u>Section 5 - Transportation Facilities</u>	
Salaries & Wages	\$943,852
Other Personnel Expense	\$174,374
Services	\$517,825
Commodities	\$392,635
Capital Outlay	\$103,010
Transfers	<u>\$0</u>
<i>Total Transportation Facilities</i>	\$2,131,696
<u>Section 6 - Vehicle, Equip, Bldg Maint</u>	
Salaries & Wages	\$976,992
Other Personnel Expense	\$230,378
Services	\$453,250
Commodities	\$431,490
Capital Outlay	\$150,500
Transfers	<u>\$0</u>
<i>Total - Vehicle, Equip, Bldg Maint</i>	\$2,242,610

Section 7 - Fire Dept & Bldg Dept

Salaries & Wages	\$2,825,120
Other Personnel Expense	\$530,915
Services	\$220,359
Commodities	\$95,000
Capital Outlay	\$45,000
Transfers	\$0
Total Fire Department	\$3,716,394

Section 8 - Law Enforcement

Salaries & Wages	\$5,241,576
Other Personnel Expense	\$1,143,450
Services	\$551,530
Commodities	\$83,850
Transfers	\$0
Total Law Enforcement	\$7,020,406

Section 9 - Pensioner Health Insurance

Other Personnel Expense	\$839,000
-------------------------	-----------

Section 10 - Trusts

IMRF/SLEP	\$518,680
Social Security	\$451,760
Total Trusts	\$970,440

**Total Budget for General Corporate
Purposes:****\$20,674,457**

<u>Description</u>	<u>Tax Levy</u>
Levy For General Corporate	\$625,000
Levy For Police Protection	\$187,500
Levy For Fire Protection	\$375,000
Levy For Crossing Guards	\$50,000
Levy For Streets & Bridges	\$250,000
Levy For Liability Insurance	\$706,208
Levy For Auditing	\$50,000
Levy For Social Security	\$482,095
Levy For Illinois Municipal Retirement Fund	\$500,542

Total Tax Levy For General Corporate Purposes:	\$3,226,345
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Total Revenue From Other Sources:	\$17,448,112
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Section 11 - POLICE PENSION FUND

Total Budget for Police Pension Fund:	\$2,727,833
--	--------------------

Total Tax Levy For Police Pension Fund:	\$2,237,677
--	--------------------

Total Revenue From Other Sources:	\$490,156
--	------------------

Section 12 - FIRE PENSION FUND

Total Budget For Fire Pension Fund:	\$921,349
--	------------------

Total Tax Levy For Fire Pension Fund:	\$762,102
--	------------------

Total Revenue From Other Sources:	\$159,247
--	------------------

<u>Description</u>	
Levy For Fire Pension-Subject to Tax Cap	\$765,460
Levy For Fire Pension-Not Capped Due To Impact of HB 599	\$11,000

Total Tax Levy For Fire Pension Fund:	\$776,460
--	------------------

Section 13 - BOND AND INTEREST COMPONENTS

<u>Bond Issue</u>	<u>Levy Amount</u>
General Obligation Bond Issues	\$644,850

SECTION 14 - COPY OF ORDINANCE TO BE FILED WITH COUNTY CLERK

The Village Attorney shall transmit to and file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois.

SECTION 15 - PARTIAL INVALIDITY

If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of remaining portions of this Ordinance.

SECTION 16 - EFFECTIVE DATE

This Ordinance shall be in full force and effect in ten (10) days from and after its passage, approval, and publication as provided by law.

PASSED and APPROVED this 14th day of December, 2021

Richard Hofeld, Village President

ATTEST:

Marilyn Thomas, Village Clerk

AYES:

NAYS:

ABSTENTIONS:

ABSENCES:

ORDINANCE M - 2204

**AN ORDINANCE INCREASING
THE 2021 STREET AND BRIDGE TAX LEVY
IN THE VILLAGE OF HOMEWOOD, COOK COUNTY, ILLINOIS**

BE IT ORDAINED by the President and Board of Trustees of the Village of Homewood, County of Cook and State of Illinois, THAT:

An Ordinance increasing the 2021 Street and Bridge Tax Levy be and is adopted as follows:

SECTION 1 – INCREASED LEVY:

An additional tax for Street and Bridge purposes in the amount of .04 percent of the value, as equalized or assessed by the Department of Local Government Affairs, of all the taxable property within the Village of Homewood is hereby ordered levied in accordance with Section 11-81-2 of the Illinois Municipal Code.

SECTION 2 – AUTHORITY:

The additional tax to be levied as set forth in Section One above shall be in addition to the .06 percent of the value as equalized or assessed by the Department of Local Government Affairs of all the taxable property within the Village of Homewood also authorized by Section 65 ILCS 5/11 81-2.

SECTION 3 – FILING:

The Village Clerk shall transmit to and file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois.

PASSED and APPROVED this 14th day of December 2021.

Village President

ATTEST:

Village Clerk

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENCES: _____

ORDINANCE NO. M - 2205

**AN ORDINANCE DIRECTING THE COOK COUNTY CLERK
TO REDUCE THE VILLAGE OF HOMEWOOD'S 2021 LEVY,
IF NECESSARY, TO COMPLY WITH THE PROPERTY TAX
EXTENSION LIMITATION LAW**

WHEREAS, Public Act 89-1 passed by the Illinois General Assembly subjects the Village of Homewood's 2021 real estate tax levy to the Property Tax Extension Limitation Law;

NOW, THEREFORE, BE IT ORDAINED by the president and Board of Trustees of the Village of Homewood, Cook County, Illinois that:

SECTION ONE – DIRECTION TO COUNTY CLERK

The Cook County Clerk is hereby directed to reduce, if necessary, the following portions of the Village of Homewood's 2021 real estate tax levy in order to comply with the Property Tax Extension Limitation Law. Any required reduction shall be made proportionally to each of the following levies:

Corporate	Police Protection	Fire Protection
Police Pension	Social Security	Street & Bridge
Fire Pension-subject to tax caps	Auditing	Crossing Guards
I.M.R.F.	Liability Insurance	

SECTION TWO – FILING WITH COUNTY CLERK

The Village Attorney is hereby directed to file a copy of this Ordinance with the Cook County Clerk's Office, Tax Extension Division.

SECTION THREE – EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, approval and publication in accordance with law.

PASSED and APPROVED this 14th day of December 2021.

Village President

ATTEST:

Village Clerk

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENCES: _____



BOARD AGENDA MEMORANDUM

DATE OF MEETING: December 14, 2021

To: Village President & Board of Trustees

From: Jim Marino, Village Manager

Topic: Commuter Parking Lot Maintenance Agreement

PURPOSE

As a result of state legislation, the Chicago South Suburban Mass Transit District (the District) is being discontinued as of January 1, 2022. The legislation calls for the parking lots in Homewood that are owned by the District be turned over to the Village. The recently constructed parking lot north of the Amtrak ticket office building is owned by Metra but has been operated and maintained by the District. Because the District will cease its operations, Metra expects the Village to assume the operation and maintenance of this lot in place of the District. An agreement with Metra is required for the Village to assume this responsibility.

PROCESS

Amtrak is constructing an ADA accessible ramp in the parking lot owned by the District that caused the loss of several parking lost spaces. Metra and the District agreed to replace these lost spaces by constructing a new parking lot on property owned by Metra north of Amtrak's ticket office building. The District and Metra entered into an agreement whereby the District would operate and maintain the parking lot owned by Metra and retain the parking fees to cover its cost of doing so.

Due to time constraints, we are not able to negotiate an agreement with Metra to operate and maintain their parking lot by the time the District ceases its operations. Without an agreement in place, Metra would need to operate and maintain the lot, which they are unprepared to do. I proposed to Metra that we sign a letter agreement that grants us the authority to operate and maintain their lot for an interim period while we negotiate a full agreement. Metra prepared the attached letter agreement for board approval.

OUTCOME

Approval of the letter agreement allows the Metra parking lot to operate without interruption to commuters.



FINANCIAL IMPACT

- **Funding Source:** No Financial Impact
- **Budgeted Amount:** N/A
- **Cost:** N/A

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Approve the execution of a letter agreement with Metra for operation and maintenance of their parking lot for an interim period.

ATTACHMENT(S)

Letter agreement



December 7, 2021

Jim Marino
Village of Homewood
2020 Chestnut Road
Homewood, Illinois 60430

Re: Interim Operation and Maintenance Agreement of Homewood Commuter Parking Facilities in which Metra has an Interest

Mr. Marino:

The Chicago South Suburban Mass Transit District (“**CSSMTD**”) will discontinue operating and maintaining the commuter parking lots that serve the Homewood train Station as of January 1, 2022. Further, CSSMTD will be transferring its ownership interest in those lots to the Village of Homewood (“**Municipality**”). One of the lots CSSMTD maintains, Commuter Lot 6 (“**Lot 6**”), containing 53 spaces, is owned by Metra. Also, portions of Commuter Lots 1 & 2 that CSSMTD maintains encroach on property owned by Metra (“**Encroachment Property**”). Both Lot 6 and the Encroachment Property are delineated on the attached Exhibit A.

Municipality has also offered to take over the responsibility of operating and maintaining Lot 6. Metra and the Municipality are in the midst of putting in place an Operation and Maintenance Agreement (“**OMA**”) for Lot 6 and to allow for the Encroachment Property under a separate License Agreement (“**License**”). However, Municipality is in the process of reviewing the OMA and the License, and anticipates that there may be some time between CSSMTD’s discontinuing its operation and maintenance of the lots and the execution of the final OMA and License. In the interim, Metra and the Municipality have agreed to allow the Municipality to operate and maintain Lot 6 and to allow for the Encroachment Property under this Interim Operation and Maintenance Agreement (“**Interim OMA**”).

Lot 6 is subject to federal and State of Illinois funding requirements. Federal and or State of Illinois funds, in part, paid for the improvements, and the property that the improvement(s) were built on. Due to these requirements, Metra has certain tenets which must appear in agreements dealing with the use of similarly situated Metra commuter facilities. The basic tenets, that at a minimum, Municipality would need to agree to for both this interim OMA and the longer term OMA, which is currently under review by the Municipality, are as follows:

1. the improvements must remain in commuter service, in this case, as daily fee, no permit, commuter parking, provided on a first come, first served basis, with no discrimination based on residency;
2. all money collected from the parking facilities, including parking fees and fines, must be used for maintenance of the CPF, including snow removal, patching, etc. Money collected beyond the cost of maintenance must be placed in a segregated, auditable account to be used for future capital improvements of the CPF; and

3. Municipality must indemnify Metra from damages incurred due to Municipalities use of the CPF, as well as carrying adequate insurance. Due to Municipality's membership in the Intergovernmental Risk Management Agency or "IRMA," Metra does not require any further insurance coverage.

Metra and Municipality agree that this Interim OMA will begin on January 1, 2022, and will remain in place until the long-term OMA and the License are agreed to between the parties. The term of this Interim OMA will not exceed six calendar months, terminating on June 30, 2022, unless extended by mutual agreement in the form of an amendment to this Interim OMA.

Please evidence your agreement to the terms and conditions set forth in this Interim OMA by signing and dating this letter and returning the signed original letter to Alvin Terry, 547 West Jackson Boulevard, Chicago, Illinois 60661.

Sincerely,

James M. Derwinski, CEO/Executive Director

ACCEPTED AND AGREED this ____ day of _____, 20____

VILLAGE OF HOMEWOOD

By _____

(please print name and title)

Exhibit A





BOARD AGENDA MEMORANDUM

DATE OF MEETING: December 14, 2021

To: Jim Marino, Village Manager

From: Dennis Bubenik, Director of Finance

Topic: Parking Lot Fees

PURPOSE

The Chicago South Suburban Mass Transit District (District) owns the Metra commuter parking lots on Harwood Avenue and Park Avenue. The state legislature passed legislation that discontinues the District effective January 1, 2022, after which the Village will take ownership of the parking lots.

The Village of Homewood has determined the fees to be charged for parking in these lots. Since the fees will be located in the Village Fee Schedule, this change requires Board approval.

PROCESS

The Village of Homewood is acquiring three parking lots located on Park Avenue (North and South lots), and at Harwood and Ridge Road. The Chicago South Suburban Mass Transit District currently charges \$2.25 for daily parking and \$45.00 for monthly parking in these lots. Staff recommends that the daily rate be kept at \$2.25 and the monthly rate be reduced to \$35.00 in order to be consistent with fees that the surrounding communities charge. Staff conducted a survey of other communities and the rates for daily and monthly parking. The results of this survey are below:

Community	Daily	Monthly
East Hazel Crest	\$2.00	\$25.00
Flossmoor	\$3.00	
Harvey	\$1.50	\$30.00
Transit District	\$2.25	\$45.00
Homewood – Village Hall Lot	\$2.00	\$35.00
Olympia Fields	\$1.25/\$2.00	
Richton Park	\$2.00	\$35.00
Riverdale		\$30.00



OUTCOME

The acquisition of these parking lots will allow the Village of Homewood to offer parking to commuters and will be an additional revenue source for the Village.

FINANCIAL IMPACT

- **Funding Source:** No Financial Impact
- **Budgeted Amount:** N/A
- **Cost:** N/A

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass an ordinance revising the Finance section of the Village Fee Schedule to include daily and monthly parking rates for the commuter parking lots.

ATTACHMENT(S)

Ordinance

ORDINANCE NO. M-2206

**AN ORDINANCE AMENDING THE FINANCE SECTION
OF THE VILLAGE OF HOMEWOOD FEE SCHEDULE**

WHEREAS, the Board of Trustees for the Village of Homewood adopted a master fee schedule by passage of Ordinance M-2189; and

WHEREAS, the Board of Trustees has determined that it is necessary to revise the "Finance" schedule.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Homewood, Cook County, Illinois, as follows:

SECTION ONE – FEE SCHEDULE REVISIONS:

The "Finance" section of the Village of Homewood Fee schedule is amended as shown on the attached Exhibit A to this ordinance, with additions underlined and deletions ~~struck through~~.

All other sections of the master fee schedule not amended by this Ordinance remain in force.

SECTION TWO – EFFECTIVE DATE:

This ordinance shall be in full force and effect after its passage, approval, and publication under law.

PASSED and APPROVED on December 14, 2021.

Village President

ATTEST:

Village Clerk

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Finance Department

Item 10. E.

Description	Fee
Returned Check Fee/Returned EFT Fee	\$25.00
Dog or Cat License	\$10.00 for the first, \$5.00 for each additional
Duplicate Dog or Cat License	\$1.00
Transfer of Dog or Cat License	\$1.00
Solicitor Registration	\$27.00
Peddler or Canvasser	\$8.00 per person, per day
Residential Sale Permit	\$2.00
Taxpayer voluntary disclosure application	the amount of the tax due, along with interest of one percent (1%) per month, for all periods prior to the filing of the application but not more than four (4) years before the date of filing the application
Filing of commercial or industrial tax abatement	\$150.00
Bicycle Registration	Free
Motor Vehicle License	
	Cost if purchased on or before May 31
All vehicles with 2 wheels	\$20.00
All vehicles with 3 or 4 wheel	\$30.00
All vehicles with 6 or 8 wheels	\$60.00
All vehicles with 10 or more wheels	\$80.00
	Cost if purchased after May 31
All vehicles with 2 wheels	\$45.00
All vehicles with 3 or 4 wheel	\$55.00
All vehicles with 6 or 8 wheels	\$85.00
All vehicles with 10 or more wheels	\$105.00
Reduced fee for senior citizens	\$5.00
Replacement Vehicle License Sticker	\$5.00
Disabled American Veteran Motor Vehicle License	\$2.00
Motor Vehicle License Late Fee - new residents	\$25.00
Motor Vehicle License Late Fee - new vehicle	\$25.00
Overnight Parking Ban Exemption Sticker	\$5.00
Harwood lot monthly parking- Commuter Parking Lots	
Village Residents Monthly	\$35.00
Non-Residents Daily	\$50.00 \$2.25
Senior Resident daily parking	Free (Village Hall lot only)
Lien preparation	\$50.00 plus recording charge
Nonpayment prior to shutoff date or reinstatement of discontinued water service	\$75.00
Water service application	\$60.00

Finance Department

Item 10. E.

Description	Fee
Bankruptcy deposit - Residential account	\$150.00



BOARD AGENDA MEMORANDUM

DATE OF MEETING: December 14, 2021

To: Jim Marino, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Stop Sign Request

PURPOSE

The residents of the Gladville Avenue, Linden Avenue, and Burr Oak Road neighborhood have requested stop signs, which will make these intersections a four-way stop. Currently these intersections are a two-way yield. Installation of stop signs and the removal of yield signs within the Village requires Board approval.

PROCESS

Administrative Order 83 states Staff will present to the Village Board stop sign requests that meet two warrants of MUTCD. Although this request only meets one of the criteria for a four-way intersection, Public Works asks for your consideration due to the sensitivity of this request.

In response to concerns of the residents on Gladville Avenue, Linden Avenue, and Burr Oak Road that have requested a four-way stop at these intersections, Public Works has prepared the ordinance for Village Board consideration to install four-way stop signs and remove the yield signs at the intersections of Gladville Avenue at Linden Avenue and Gladville Avenue at Burr Oak Road.

OUTCOME

Installation of these stop signs will address the concerns of the residents of this area.

FINANCIAL IMPACT

- **Funding Source:** No Financial Impact
- **Budgeted Amount:** N/A
- **Cost:** N/A

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass an ordinance revising schedules regulating the use of streets within the Village of Homewood to add stop signs and remove yield signs at the intersections of Gladville Avenue at Linden Avenue and Gladville Avenue at Burr Oak Road.

ATTACHMENT(S)

Ordinance

ORDINANCE NO. M-2207

**AN ORDINANCE REVISING SCHEDULES REGULATING
THE USE OF STREETS WITHIN THE VILLAGE OF HOMEWOOD**

WHEREAS, Section 11-80-2 of the Illinois Municipal Code (65 ILCS 5/11-80-2) authorizes the corporate authorities of each municipality to regulate the use of streets within the municipality; and

WHEREAS, the Board of Trustees for the Village of Homewood adopted a Traffic Regulation Schedule regulating the use of streets within the Village by passage of Ordinance M-2190; and

WHEREAS, the Board of Trustees has determined that it is necessary to revise Schedule D regulating "Stop Signs" with the addition of stop signs at the intersections of Gladville Avenue and Burr Oak Road, and Gladville Avenue and Linden Avenue; and

WHEREAS, the Board of Trustees has determined that it is necessary to revise Schedule E regulating "Yield Signs" with the deletion of yield signs at the intersections of Gladville Avenue and Burr Oak Road, and Gladville Avenue and Linden Avenue; and

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Homewood, Cook County, Illinois, as follows:

SECTION ONE – REVISION OF TRAFFIC REGULATION SCHEDULE:

Schedule D of the Village of Homewood Traffic Regulation Schedule is attached to this Ordinance as Exhibit A with additions underlined and deletions ~~struckthrough~~.

Schedule E of the Village of Homewood Traffic Regulation Schedule is attached to this Ordinance as Exhibit B with additions underlined and deletions ~~struckthrough~~.

All other sections of the Traffic Regulation Schedule not amended by this Ordinance remain in force.

SECTION TWO - EFFECTIVE DATE:

This ordinance shall be in full force and effect from and after its passage, approval, and publication in accordance with law.

PASSED and APPROVED this 14th day of December, 2021.

Village President

ATTEST:

Village Clerk

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENCES: _____

Stop Signs

Schedule D, stop signs.

The following stop signs shall be erected, observed and enforced.

Southbound Aberdeen at 187th Street.

Northbound Aberdeen Street at Birch Road.

Southbound Aberdeen Street at Birch Road.

Eastbound Alexander at Western Avenue.

Westbound Alexander Terrace at Western Avenue.

Southbound Argyle at Heather Road.

Northbound Argyle at 183rd Street.

Southbound Armitage Court at Ridge Road.

Northbound Ashland Avenue at 183rd Street.

Southbound Ashland Avenue at 187th Street.

Northbound Ashland Avenue at 187th Street.

Northbound Ashland Avenue at Riegel Road.

Northbound Ashland Avenue at Olive Road.

Southbound Ashland Avenue at Olive Road.

Eastbound Birch Road at Aberdeen Street.

Westbound Birch Road at Aberdeen Street.

Eastbound Birch Road at Center Avenue.

Westbound Birch Road at Center Avenue.

Eastbound Birch Road at California.

Eastbound Birch Road at Dixie Highway.

Westbound Birch Road at Dixie Highway.

Eastbound Birch Road at Harwood.

Westbound Birch Road at Klimm.

Eastbound Birch Road at Klimm.

Westbound Birch Road at Martin Avenue.

Eastbound Birch Road at Martin Avenue.

Westbound Birch Road at Morris.

Eastbound Birch Road at Morris.

Westbound Birch Road at Riegel Road.

Eastbound Bowling Green at Halsted.

Eastbound Burr Oak at Ashland Avenue.

Westbound Burr Oak at Ashland Avenue.

Eastbound Burr Oak at Loomis.

Westbound Burr Oak at Loomis.

Southbound Bretz Drive at Ridge Road.

Southbound California at Birch Road.

Northbound California at Birch Road.

Northbound California at Tarpon.

Southbound California at 183rd Street.

Northbound California at 183rd Street.

Eastbound Caroline Drive at Governor's Highway (Route 54).

Northbound Carpenter at 183rd Street.

Eastbound Carson Drive at Riegel Road.

Stop Signs

Item 10. F.

Northbound Carson Drive at Idlewild.
Southbound Carson Drive at Idlewild.
Eastbound Cedar Road at Ashland Avenue.
Eastbound Cedar Road at Harwood Avenue.
Westbound Cedar Road at Highland Avenue.
Eastbound Cedar Road at Highland Avenue.
Northbound Center Avenue at Ridge Road.
Southbound Center Avenue at 183rd Street.
Northbound Center Avenue at 183rd Street.
Southbound Center Avenue at 187th Street.
Northbound Center Avenue at 187th Street.
Southbound Center Avenue at 191st Street.
Northbound Center Avenue at 191st Street.
Northbound Center Avenue at 175th Street.
Northbound Cherry Creek Drive at 183rd Street.
Eastbound Cherry Creek Drive at Governor's Highway (Route 54).
Eastbound Cherry Lane at Dixie Highway.
Westbound Cherry Lane at Harwood Avenue.
Eastbound Cherry Lane at Martin Avenue.
Westbound Cherry Lane at Martin Avenue.
Westbound Chestnut Road at Harwood Avenue.
Eastbound Chestnut Road at Dixie Highway.
Eastbound Chestnut Road at Park Avenue.
Eastbound Chayes Park Drive at Governor's Highway (Route 54).
Eastbound Clyde at Western Avenue.
Southbound Clyde at Heather Road.
Westbound Clyde Terrace at Western Avenue.
Northbound Cowing Court at 183rd Street.
Northbound Cowing Court at Evergreen Road.
Southbound Cowing Court at Evergreen Road.
Northbound Dixmoor at 175th Street.
Eastbound Dolphin Lake Drive at Governor's Highway (Route 54).
Southbound Dolphin Lake Drive at 183rd Street.
Northbound Dundee at Crescent Drive.
Southbound Dundee at Heather Road.
Northbound Dundee at 175th Street.
Eastbound Elder Road at Center Avenue.
Westbound Elder Road at Center Avenue.
Eastbound Elder Road at Halsted.
Westbound Elm at Harwood Avenue.
Eastbound Elm at Dixie Highway.
Eastbound Evergreen at Center Avenue.
Eastbound Evergreen at Homewood.
Westbound Evergreen at Dixie Highway.
Westbound Evergreen at Homewood.

Stop Signs

Item 10. F.

Northbound Francisco at 183rd Street.
Southbound Gladville at Ridge Road.
Northbound Gladville at 183rd Street.
Southbound Gladville at 187th Street.
Northbound Golfview at 175th Street.
Northbound Gottschalk at Ridge Road.
Southbound Gottschalk at Ridge Road.
Southbound Gottschalk at 183rd Street.
Northbound Gottschalk at 183rd Street.
Southbound Gottschalk at 187th Street.
Northbound Gottschalk at Olive Road.
Southbound Gottschalk at Olive Road.
Westbound Hart Drive at Morgan Street.
Southbound Harwood Avenue at Pine.
Northbound Harwood Avenue at Pine.
Southbound Harwood Avenue at Dixie Highway.
Northbound Harwood Avenue at Dixie Highway.
Southbound Harwood Avenue at Ridge Road.
Northbound Harwood Avenue at Ridge Road.
Eastbound Heather at Center.
Westbound Heather at Harwood Avenue.
Eastbound Heather at Dixie Highway.
Westbound Heather at Governor's Highway (Route 54).
Eastbound Hawthorne at Dixie Highway.
Westbound Hedgerow Lane at Kedzie Avenue.
Eastbound Hickory at Center.
Westbound Hickory at Center.
Northbound Highland at 183rd Street.
Southbound Highland at 183rd Street.
Northbound Highland at 187th Street.
Southbound Highland at 187th Street.
Northbound Highland at Cedar Road.
Southbound Highland at Cedar Road.
Southbound Highland at Terrace.
Northbound Highland at Terrace.
Southbound Highland at Idlewild.
Southbound Highland at Ridge Road.
Northbound Highland at Ridge Road.
Southbound Highland Avenue at Pine Road.
Northbound Henry at 183rd Street.
Westbound Hickory at Harwood.
Westbound Hickory at Martin Avenue.
Eastbound Hickory at Martin Avenue.
Eastbound Hickory at Dixie Highway.
Westbound Hickory at Dixie Highway.

Stop Signs

Item 10. F.

Eastbound Hickory at Gottschalk.
Westbound Hickory at Kedzie.
Eastbound Hillview at Center.
Westbound Hillview at Riegel Road.
Eastbound Hollydale at Governor's Highway (Route 54).
Northbound Homewood at 183rd Street.
Southbound Homewood at Ridge Road.
Southbound Homewood at 183rd Street.
Southbound Hood at Ridge Road.
Southbound Hood at 183rd Street.
Northbound Hood at 183rd Street.
Northbound Howe at 175th Street.
Eastbound Idlewild at Carson Drive.
Westbound Idlewild at Carson Drive.
Westbound Idlewild at Dixie Highway.
Westbound Idlewild at Riegel Road.
Eastbound Idlewild at Riegel Road.
Eastbound Jamie Lane at Center.
Westbound Jamie Lane at Center.
Westbound Jonathan Lane at Center Avenue.
Northbound Klimm at Harwood Avenue.
Eastbound Linden at Ashland Avenue.
Northbound Lincoln at 175th Street.
Eastbound Linden Road at Loomis Avenue.
Westbound Linden Road at Loomis Avenue.
Westbound Linden at Ashland Avenue.
Northbound Loomis at Burr Oak.
Northbound Loomis at Idlewild.
Southbound Loomis at Idlewild.
Southbound Loomis at Ridge Road.
Northbound Loomis at Ridge Road.
Southbound Loomis at Olive Road.
Northbound Loomis at Olive Road.
Northbound Loomis at 183rd Street.
Northbound Loomis at 187th Street.
Northbound Loomis at 191st Street.
Northbound Loomis Avenue at Linden Road.
Southbound Loomis Avenue at Linden Road.
Southbound Loomis at 191st Street.
Eastbound Lyn Court at Riegel Road.
Eastbound Maple at Dixie Highway.
Eastbound Maple at Ashland Avenue.
Northbound Martin at 183rd Street.
Northbound Martin at Chestnut Road.
Southbound Martin at Ridge Road.

Stop Signs

Item 10. F.

Southbound Martin at 183rd Street.
Northbound May at 185th Street.
Southbound May at 185th Street.
Southbound May at 187th Street.
Northbound May at 187th Street.
Eastbound May at Morgan Avenue.
Northbound Morgan at 187th Street.
Westbound Miller Court at Dixie Highway.
Northbound Morgan at Bowling Green.
Southbound Morgan at 183rd Street.
Northbound Morris at 183rd Street.
Northbound Morris at Harwood Avenue.
Southbound Morris at 183rd Street.
Eastbound Olive at Loomis.
Westbound Olive at Loomis.
Eastbound Olive at Center.
Westbound Olive at Center.
Westbound Olive at Harwood Avenue.
Westbound Olive at Highland Avenue
Eastbound Olive at Martin.
Westbound Olive at Martin.
Eastbound Olive at Dixie Highway.
Westbound Olive at Gottschalk.
Eastbound Olive at Riegel Road.
Westbound Olive at Gottschalk.
Eastbound Olive at Riegel Road.
Westbound Olive at Kedzie.
Eastbound Oak at Park Avenue.
Southbound Park Avenue at 183rd Street.
Southbound Perth at 183rd Street.
Northbound Perth at 183rd Street.
Northbound Palmer at Harwood.
Westbound Pine at Harwood Avenue.
Eastbound Pine at Ashland Avenue.
Eastbound Pine at Dixie Highway.
Northbound Poplar at 183rd Street.
Southbound Poplar at 187th Street.
Westbound Ridge Road at Harwood Avenue.
Eastbound Ridge Road at Park Avenue.
Northbound Riegel Road at 187th Street.
Westbound Pine Road at Highland Avenue.
Eastbound Pine Road at Highland Avenue.
Southbound Riegel Road at 187th Street.
Southbound Sacramento at 183rd Street.
Eastbound Spruce at Dixie Highway.

Stop Signs

Item 10. F.

Eastbound Spruce Road at Dixmoor Drive
Westbound Spruce Road at Dixmoor Drive.
Southbound Stedhall at Heather.
Northbound Stewart at 183rd Street.
Southbound Stewart at 183rd Street.
Eastbound Sycamore at Dixie Highway.
Westbound Sycamore at Gottschalk.
Westbound Tarpon at California.
Eastbound Tarpon at California.
Westbound Terrace at Dixie Highway.
Eastbound Terrace at Highland.
Westbound Terrace at Highland.
Eastbound Terrace at Carson Drive.
Eastbound Thomas Street at Center Avenue.
Northbound Vincennes at Pine.
Southbound Vincennes at Dixie Highway.
Southbound Walton Lane at Ridge Road.
Northbound Walton Lane at Washington Park Plaza Parking Lot.
Northbound Western Avenue at 175th Street.
Northbound Western Avenue at 183rd Street.
Westbound Willow at Harwood Avenue.
Eastbound 174th Street at Halsted.
Eastbound 175th Street at Halsted.
Eastbound 175th Street at Center.
Eastbound 184th Street at Kedzie Avenue.
Eastbound 185th Street at Kedzie Avenue.
Westbound 185th Street at Center.
Westbound 186th Place at Dixie Highway.
Eastbound 186th Place at Riegel Road.
Eastbound 187th Street at Center.
Westbound 187th Street at Center.
Eastbound 187th Street at Riegel Road.
Westbound 187th Street at Riegel Road.
Eastbound 185th Place at Kedzie Avenue.
Westbound 191st Street at Riegel Road.
Eastbound 190th Street at Center.
Eastbound alley one-half block south of 183rd Street at Dixie Highway.
Northbound alley one-half block east of Dixie Highway at 186th Place.
Southbound alley one-half block east of Dixie Highway at 187th Place.
Eastbound alley one-half block north of Ridge Road at Gottschalk.
Eastbound alley one-half block south of 183rd Street at Klimm.
Westbound alley one-half block south of 183rd Street at Klimm.
Eastbound alley one-half block south of 183rd Street at Morris.
Westbound alley one-half block south of 183rd Street at Morris.
Westbound alley one-half block south of 183rd Street at Martin.

Stop Signs

Item 10. F.

Eastbound alley one-half block south of 183rd Street at Martin.
Southbound Highland at 186th Place.
Northbound Highland at 186th Place.
Westbound Willow at Dixie Highway.
Eastbound Willow at Dixie Highway.
Westbound Willow at Harwood Avenue.
Eastbound 174th Street at Halsted.
Eastbound 175th Street at Halsted.
Eastbound 175th Street at Center.
Eastbound 184th Street at Kedzie Avenue.
Eastbound 185th Street at Kedzie Avenue.
Westbound 185th Street at Center.
Westbound 186th Place at Dixie Highway.
Eastbound 186th Place at Riegel Road.
Eastbound 187th Street at Center.
Westbound 187th Street at Center.
Eastbound 187th Street at Riegel Road.
Westbound 187th Street at Riegel Road.
Eastbound 185th Place at Kedzie Avenue.
Westbound 191st Street at Riegel Road.
Eastbound 191st Street at Center Avenue.
Westbound 191st Street at Center Avenue.
Eastbound 190th Street at Center.
Eastbound alley one-half block south of 183rd Street at Dixie Highway.
Northbound alley one-half block east of Dixie Highway at 186th Place.
Southbound alley one-half block east of Dixie Highway at 187th Place.
Eastbound alley one-half block north of Ridge Road at Gottschalk.
Eastbound alley one-half block south of 183rd Street at Klimm.
Westbound alley one-half block south of 183rd Street at Klimm.
Eastbound alley one-half block south of 183rd Street at Morris.
Westbound alley one-half block south of 183rd Street at Morris.
Westbound alley one-half block south of 183rd Street at Martin.
Eastbound alley one-half block south of 183rd Street at Martin.
Northbound Lathrop Avenue at 175th Street.
Eastbound Evergreen Road at Cowing Court.
Westbound Evergreen Road at Cowing Court.
Northbound Sycamore Drive at Spruce.
Southbound Dixmoor Drive at Spruce.
Northbound Dixmoor Dive at Spruce.
Northbound Roosevelt Avenue at Spruce.
Southbound Howe Avenue at Spruce.
Northbound Howe Avenue at Spruce.
Eastbound Spruce Road at Howe Avenue.
Westbound Spruce Road at Howe Avenue.
Northbound Hillside Avenue at Spruce.

Stop Signs

Item 10. F.

Southbound Golfview Avenue at Spruce.
Northbound Golfview Avenue at Spruce.
Southbound Western Avenue at Spruce.
Northbound Western Avenue at Spruce.
Southbound Dundee Avenue at Spruce.
Northbound Dundee Avenue at Spruce.
Eastbound Spruce Road at Lincoln.
Westbound Spruce Road at Lincoln.
Eastbound Locust Road at Lincoln.
Westbound Hawthorne Road at Lincoln.
Southbound Dundee at Hawthorne Road.
Northbound Dundee at Hawthorne.
Southbound Western at Hawthorne.
Northbound Western at Hawthorne.
Southbound Washington at Hawthorne.
Southbound Golfview at Hawthorne.
Northbound Golfview at Hawthorne.
Southbound Hillside at Hawthorne.
Southbound Howe at Hawthorne Road.
Northbound Howe at Hawthorne Road.
Eastbound Hawthorne Road at Howe.
Westbound Hawthorne Road at Howe.
Southbound Roosevelt at Hawthorne.
Southbound Briar Avenue at Hawthorne.
Southbound Cowing Court at 186th Place.
Southbound Gottschalk at 186th Place.
Northbound Gottschalk at 186th Place.
Eastbound 186th Place at Gottschalk.
Westbound 186th Place at Gottschalk.
Southbound Homewood at 186th Place.
Southbound Page Avenue at 186th Place.
Southbound Gladville Avenue at 186th Place.
Northbound Gladville Avenue at 186th Place.
Southbound Marshfield Avenue at 186th Place.
Southbound Ashland at 186th Place.
Northbound Ashland at 186th Place.
Eastbound 186th Place at Ashland Avenue.
Westbound 186th Place at Ashland.
Southbound Lyn Court at 186th Place.
Southbound Cowing Court at Willow.
Northbound Cowing Court at Willow.
Southbound Gottschalk at Willow Road.
Northbound Gottschalk at Willow Road.
Southbound Homewood at Willow Road.
Northbound Homewood at Willow Road.

Stop Signs

Item 10. F.

Southbound Highland at Willow Road.
Northbound Highland at Willow Road.
Northbound Page Avenue at Willow Road.
Northbound Gladville at Willow Road.
Southbound Marshfield at Willow Road.
Northbound Marshfield at Willow Road.
Eastbound Willow Road at Marshfield.
Westbound Willow Road at Marshfield.
Northbound Ashland Avenue at Willow.
Southbound Ashland Avenue at Idlewild Lane.
Southbound Ashland Avenue at Terrace Road.
Northbound Ashland Avenue at Terrace Road.
Westbound Terrace Road at Ashland Avenue.
Eastbound Terrace Road at Ashland Avenue.
Southbound Park Avenue at Ridge Road.
Northbound Park Avenue at Ridge Road.
Southbound Palmer Avenue at Willow Road.
Northbound Palmer Avenue at Willow Road.
Southbound Klimm Avenue at Willow Road.
Northbound Klimm Avenue at Willow Road.
Southbound Morris Avenue at Willow Road.
Northbound Morris Avenue at Willow Road.
Southbound Martin Avenue at Willow Road.
Northbound Martin Avenue at Willow Road.
Northbound Lexington Avenue at Willow Road.
Eastbound Willow Road at Morris Avenue.
Westbound Willow Road at Morris Avenue.
Southbound Palmer Road at Heather Road.
Northbound Palmer Road at Heather Road.
Southbound Klimm Avenue at Heather Road.
Northbound Klimm Avenue at Heather Road.
Southbound Lexington Avenue at Heather Road.
Northbound Lexington Avenue at Heather Road.
Southbound Morris Avenue at Heather Road.
Northbound Morris Avenue at Heather Road.
Southbound Martin Avenue at Heather Road.
Northbound Martin Avenue at Heather Road.
Eastbound Heather Road at Lexington Avenue.
Westbound Heather Road at Lexington Avenue.
Eastbound 187th Street at Highland Avenue
Westbound 187th Street at Highland Avenue
Northbound Gladville Avenue at Linden Avenue
Southbound Gladville Avenue at Linden Avenue
Eastbound Linden Avenue at Gladville Avenue
Westbound Linden Avenue at Gladville Avenue

Stop Signs

Item 10. F.

Northbound Gladville at Burr Oak Road

Southbound Gladville at Burr Oak Road

Eastbound Burr Oak Road at Gladville Avenue

Westbound Burr Oak Road at Gladville Avenue

Schedule E, yield signs.

The following yield signs shall be erected, observed.

Westbound Coach Road at Morgan.

Eastbound Coach Road at Morgan.

~~Northbound Gladville at Burr Oak.~~

~~Southbound Gladville at Burr Oak.~~

~~Northbound Gladville at Linden.~~

~~Southbound Gladville at Linden.~~

Westbound Evergreen at Highland.

Eastbound Evergreen at Highland.

Southbound Ashland at Terrace.

Northbound Ashland at Terrace.

Southbound Highland at Cedar.

Northbound Highland at Cedar.

Southbound Gladville at Cedar.

Northbound Gladville at Cedar.

Southbound Gladville at Pine.

Northbound Gladville at Pine.

Southbound Howe at Cedar.

Northbound Howe at Cedar.

Westbound Crescent Drive at Argyle.

Eastbound Crescent Drive at Stewart.

Westbound Crescent Drive at Stewart.

Eastbound Crescent Drive at Perth.

Westbound Crescent Drive at Perth.

Eastbound Birch at Poplar.

Westbound Birch at Poplar.

Eastbound Birch Road at Gottschalk Avenue.

Westbound Birch Road at Gottschalk Avenue.

Northbound Cowing Court at Birch Road.

Southbound Cowing Court at Birch Road.

Northbound Gottschalk Avenue at Evergreen Road.

Southbound Gottschalk Avenue at Evergreen Road.

Southbound Highland at Cedar.

Northbound Highland at Cedar.

Northbound Homewood Avenue at Birch Road.

Southbound Homewood Avenue at Birch Road.

Eastbound Evergreen at Gladville.

Westbound Evergreen at Gladville.

Eastbound 184th Place at Marshfield Avenue.

Southbound Chayes Park Court at Chayes Park Drive.

RESOLUTION NO. R-3093

**A RESOLUTION APPROVING EXECUTIVE SESSION MINUTES FROM MAY 2021
TO NOVEMBER 9, 2021 AND AUTHORIZING THE DESTRUCTION OF
EXECUTIVE SESSION AUDIO RECORDINGS
FROM FEBRUARY 2020 TO MAY 2020**

WHEREAS, the President and Board of Trustees of the Village of Homewood have met from time to time in executive session for purposes authorized by Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*); and

WHEREAS, as required by the Act, the Village Clerk has kept written minutes and verbatim recordings of all such executive sessions; and

WHEREAS, the President and Board of Trustees have reviewed the minutes of executive sessions held between May 2021 to November 9, 2021; and

WHEREAS, the Illinois Open Meetings Act requires public bodies to maintain a verbatim record of all closed meetings in the form of an audio or video recording for at least 18 months; and

WHEREAS, the Act permits the destruction of said verbatim records after 18 months, provided that the President and Board of Trustees have approved minutes for said closed session meetings; and

WHEREAS, all verbatim recordings of closed session meetings held from February 2020 through May 2020 are now more than 18 months old; and

WHEREAS, the President and Village Board previously have reviewed and approved closed session minutes for closed meetings held from February 2020 through May 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HOMEWOOD, COOK COUNTY, ILLINOIS that:

SECTION 1 - APPROVAL OF EXECUTIVE SESSION MINUTES:

The following Executive Session Minutes are hereby approved:

May 11, 2021
June 8, 2021
October 12, 2021
November 9, 2021

SECTION 2 - APPROVAL OF DESTRUCTION OF VERBATIM RECORDINGS
OF EXECUTIVE SESSIONS HELD FROM FEBRUARY 2020 THROUGH MAY 2020:

The Village Clerk is hereby authorized and directed to dispose of executive session audio recordings of executive sessions held from February 2020 through May 2020.

This Resolution passed this 14th day of December, 2021.

Village President

ATTEST:

Village Clerk

Ayes: _____ Nays: _____ Abstain: _____ Absent: _____

RESOLUTION NO. R-3094

**A RESOLUTION DETERMINING MINUTES OR PORTIONS
THEREOF FROM EXECUTIVE SESSIONS NO LONGER
REQUIRING CONFIDENTIAL TREATMENT**

WHEREAS, the President and Board of Trustees of the Village of Homewood have met from time to time in executive session for purposes authorized by Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) ("the Act"); and

WHEREAS, as required by the Act, the Village Clerk has kept written minutes of all such executive sessions; and

WHEREAS, as required by the Act, the President and Board of Trustees recently met to review minutes of all closed meetings not previously opened to the public to determine whether: (1) the need for confidentiality still exists as to all or part of those minutes, or (2) that the minutes or portions thereof no longer require confidential treatment and will be available for public inspection; and

WHEREAS, as a result of this periodic review, the President and Board of Trustees have determined that the minutes (or portions thereof) of the meetings listed on the attached Exhibit "A" no longer require confidential treatment and should be made available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Homewood, Cook County, Illinois that:

SECTION 1 - DETERMINATION OF MINUTES TO BE OPENED AND THOSE REQUIRING CONFIDENTIAL TREATMENT:

The Executive Session Minutes (or portions thereof) from those meetings set forth on Exhibit "A" no longer require confidential treatment and are hereby made available for public inspection. All Executive Session Minutes (or portions thereof) not identified in this, or prior Resolutions continue to require confidential treatment and shall not be made available for public inspection at this time

SECTION 2 - AUTHORIZATION TO MAKE MINUTES AVAILABLE:

The Village Clerk is hereby authorized and directed to make the minutes identified in Exhibit "A" available for inspection and copying in accordance with the Act.

This Resolution passed this 14th day of December, 2021.

Village President

ATTEST:

Village Clerk

Ayes: _____ Nays: _____ Abstentions: _____ Absences: _____

Exhibit A

Minutes from Executive Sessions
No Longer Requiring Confidential Treatment

July 26, 2016	All, except paragraph 1
October 13, 2020	Semi-annual review of Executive Session Minutes
May 11, 2021	Semi-annual review of Executive Session Minutes



BOARD AGENDA MEMORANDUM

DATE OF MEETING: December 14, 2021

To: Jim Marino, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Traffic Signal Maintenance Agreement

PURPOSE

The Village of Homewood has a traffic signal maintenance agreement with Meade, Inc. for traffic signals at several locations within the Village. Meade, Inc. has a maintenance agreement with both Cook County and IDOT, so the shared intersections with these entities require Homewood to have a maintenance agreement with Meade, Inc. This agreement requires Board approval.

PROCESS

A new agreement for 2022 was received from Meade, Inc. for approval. The intersections that Meade services are:

- 183rd & Aberdeen
- 183rd & Dixie Hwy.
- 183rd & Governors Hwy.
- 183rd & Harwood Ave.
- 183rd & Western Ave.
- 187th & Dixie Hwy.
- 187th & Riegel Rd.
- Dixie Hwy. & Willow Rd.
- Dixie Hwy. & Ridge Rd.

OUTCOME

The agreement with Meade, Inc. includes monthly traffic control system inspection, maintenance, outage issues, and routine repairs for \$169.95 per location, per month.

FINANCIAL IMPACT

- **Funding Source:** General
- **Budgeted Amount:** \$30,000
- **Cost:** \$18,354.60

VILLAGE OF HOMEWOOD

Item 10. I.



LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Authorize the Village President to enter into a service agreement for traffic signal maintenance with Meade, Inc. in an amount not to exceed \$18,354.60.

ATTACHMENT(S)

Agreement



SERVICE AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE

Owner: Village of Homewood

Contractor: Meade, Inc.

Contract Date: January 1, 2022

THIS AGREEMENT, made as of this Contract Date of **January 1, 2022** and between **Village of Homewood** (the “Owner”) and **Meade, Inc.** (the “Contractor”) shall serve as the governing agreement between the Owner and Contractor to provide traffic signal maintenance services in accordance with Illinois Dept. of Transportation (“IDOT”) standards.

1. WORK TO BE PERFORMED. The Owner employs the Contractor to perform **traffic signal maintenance** services at locations identified in **Exhibit C** and as identified in **Exhibit A** Scope of Work at the rates described in **Exhibit B** attached hereto and all in accordance with the terms and conditions set forth. Contractor shall be solely responsible for the means, methods, and procedures of performing the Work.

2. TIME OF PERFORMANCE. Contractor will commence, and thereafter perform his Work for the period of one (1) year from the date first above written. This Agreement shall renew for subsequent one (1) year periods, unless written notice of intent not to renew is provided prior to the anniversary date.

3. WARRANTY. Contractor hereby warrants and guarantees that the Work furnished hereunder shall conform to IDOT specifications, the requirements of this Agreement, and further warrants and guarantees that the Work is free from any and all defects in material and workmanship for the period of **one year** from the completion date. Contractor shall promptly, and at its sole cost and expense, either repair or replace defective Work upon receipt of Owner’s written notice of a defect.

4. PRICING FOR MATERIAL AND SERVICES. The Month Maintenance Rates as identified in Exhibit B shall represent Contractor’s full compensation for performing the routine maintenance work. In consideration for the delivery of acceptable Material, and the performance of acceptable Services, Owner will pay to Contractor the prices set forth in this Agreement.

5. PAYMENT. The Owner shall pay to the Contractor per the Rates as stated in **Exhibit B** for performing the Work no later than forty-five (45) days from the date of its invoice.

6. OCCUPATIONAL SAFETY AND HEALTH. Contractor shall be fully and solely responsible for conducting all operations under this Agreement at all times in such a manner as to avoid risk of bodily harm to persons and damage to property. Contractor agrees to conform for the duration of this Agreement with all safety requirements of the Federal Williams-Steiger Occupational Safety and Health Act of 1970 (“OSHA”), including subsequent revisions, all other applicable safety laws, and the safety orders and regulations of the state in which work under this Agreement is performed

7. INDEMNIFICATION. Contractor hereby assumes the entire liability for its own negligence and fault and the negligence and fault of its own employees and/or Subcontractors. Contractor agrees to indemnify and save harmless the Owner, from and against any and all claims, damages, loss, expenses, including legal fees, that Owner may sustain as a result of any act or failure to act, negligent or otherwise, of Contractor.

8. CONTRACTOR’S INSURANCE. Contractor shall provide evidence to Owner and maintain, during the performance of this Agreement, for Owner’s protection and at Contractor’s expense, the insurance described in Sections A. and B. below.

Section A. Mandatory Insurance Coverage

Contractor shall maintain Workers’ Compensation and Occupational Diseases Coverage for statutory limits in accordance with applicable law. Limits of liability as respects Employer’s Liability must be at least one million dollars (\$1,000,000.00) for each occurrence. The

Section B. Mandatory Insurance Coverage/Additional Insured

Contractor shall maintain Commercial General Liability, Commercial Automobile Liability, and Excess Liability or Umbrella Insurance described in a. through c. below, and shall include as additional insureds, the Owner and Contractor, its directors, officers, agents, employees, and others as required:

- a. Commercial General Liability Insurance shall include coverage limits of liability to be at least one million dollars (\$1,000,000.00) for each occurrence.
- b. Commercial Automobile Liability Insurance shall provide coverage of liability to be at least one million dollars (\$1,000,000.00) for each occurrence.

General Terms and Conditions for Contractors

Item 10. I.

- c. Excess or Umbrella Liability Insurance shall be at least as broad as the underlying policies of liability insurance. Limits of liability must be at least five million dollars (\$5,000,000.00) for each occurrence.

9. TERMINATION FOR CONVENIENCE. Either party may by notice in writing, suspend or terminate for convenience at any time the performance of all or any portion of Work to be performed under this Agreement.

IN WITNESS WHEREOF.

The parties hereto have executed this Agreement under seal of the day and year first above written.

Contractor

Meade, Inc.
Attn: Contract Administrator
625 Willowbrook Center Parkway
Willowbrook, IL 60527
708-588-2500

Owner

Village of Homewood
2020 Chestnut Road.
Homewood IL 60430

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

“EXHIBIT A”

SCOPE OF WORK

I. TRAFFIC SIGNAL MAINTENANCE – ROUTINE

- A.** Patrol the traffic control signal system once every month
- B.** Keep signal heads, posts, control cabinets, and foundations in alignment and tightly connected
- C.** Check the control equipment, pedestrian push buttons, relays and detectors monthly to ascertain that the traffic signal installation is functioning properly
- D.** Keep interior of control housing in a neat and workmanlike manner at all times
- E.** Replace outages with-in manufactures rated life of the LED module
- F.** Maintain video detection (if applicable) and keep in working order. Meade will not be responsible for replacement costs of video equipment due to obsolescence, weather damage, or manufacturer defect.
- G.** Maintain Uninterruptable Power System (Battery Backup Unit) (if applicable) and keep in working order. Meade will not be responsible for replacement costs of BBU related equipment due to end of rated life, obsolescence, weather damage, or manufacturer defect.

II. TRAFFIC SIGNAL EXTRA WORK – NON-ROUTINE

- A.** Repairs required as a result of vandalism, motorist caused damage, weather damage, 3rd party damage, end of rated life, obsolescence, etc. will be repaired and invoiced to the owner on a time and material basis
- B.** Cost for replacement of traffic signal loops will be invoiced at an agreed upon unit price
- C.** JULIE locates of the traffic signal system will be invoiced on a time and material basis
- D.** Incandescent bulbs are obsolete. Any existing traffic signal installations that are still incandescent shall be upgraded with LED at owners' expense.
- E.** Cost for replacement of existing LED traffic signal modules at the end of the manufacturers recommended rated life will be at the owner's expense
- F.** Any work relating to emergency vehicle preemption equipment (if applicable) will be invoiced on a time and material basis

III. TERMS

- A.** The contractor will not be responsible for damage to the system beyond his or her control. Such work will be done on a time and material basis by authorization of the director.
- B.** The owner reserves the right to make recovery for damage to any part of the system from the party causing the damage.
- C.** All invoices to be paid within forty-five (45) days from the date of invoice.
- D.** The contractor will carry all necessary property damage and liability insurance involving the operation of the signals.
- E.** Respond to emergency calls from an authorized agent of the owner twenty-four (24) hours a day, including Saturdays, Sundays, and holidays

**EXHIBIT B
MONTHLY MAINTENANCE RATES***

**TRAFFIC SIGNAL INSTALLATION
\$ 169.95 per location per month**

***Any additional traffic control intersections may be added to this agreement @ the unit price identified on Exhibit B and as amended thereafter. Compensation for any authorized additional Services will be mutually agreed upon on a Time & Material basis**

EXHIBIT C
LOCATIONS

	LOCATION
	Traffic Signal Installation
	183rd & Aberdeen
	183rd & Dixie Highway
	183rd & Hardwood
	187th & Dixie Highway
	187th & Riegel
	Dixie Highway & Willow
	183rd & Western
	Dixie Ridge
	183rd & Governors Hwy



BOARD AGENDA MEMORANDUM

DATE OF MEETING: December 14, 2021

To: Jim Marino, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Emergency Purchase – Police Interceptor

PURPOSE

Police Department Squad #12 has been totaled by IRMA, due to the extensive side frame damage from a recent accident in November. A budget amendment will be necessary to procure a replacement vehicle.

PROCESS

After being informed that Squad #12 was totaled, staff immediately began the process of finding a replacement vehicle. There is currently no State Purchase option available and we were informed that Ford might be suspending production in the near future due to parts shortages. After an extensive search, Staff found a 2021 Ford Police Interceptor Utility at D’Orazio Ford in the amount of \$35,153.60. In speaking with the dealership, they agreed to hold the vehicle for us until proper approvals are given.

OUTCOME

A budget amendment in the amount of \$45,153.60 is needed to cover the vehicle purchase, equipment, installation, and decals. There will be a reimbursement through IRMA for the loss.

FINANCIAL IMPACT

- **Funding Source:** General Fund
- **Budgeted Amount:** \$0
- **Cost:** \$45,153.60

LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Approve a budget amendment in the amount of \$45,153.60 for the replacement vehicle and equipment for Squad #12; waive competitive bidding for an emergency purchase; and authorize the purchase of one 2021 Ford Police Interceptor Utility from D’Orazio Ford in the amount of \$35,153.60.

ATTACHMENT(S)

Specifications from D’Orazio Ford

D Orazio Ford

Date: 12/9/2021
 Salesperson: Travis Robison
 Manager: Travis Robison
 Customer ID #: 26383

FOR INTERNAL USE ONLY

#12

CUSTOMER VILLAGE OF HOMEWOOD Home Phone: _____
2020 CHESTNUT ROAD
 Address: HOMEWOOD, IL 60430 Work Phone: (708) 206-2915
COOK CO
 E-Mail: _____ Cell Phone: (815) 735-6979

VEHICLE
 Stock #: D21340 New / Used: **New** VIN: 1FM5K8AB2MGC25074 Mileage: 11
 Vehicle: 2021 Ford Police Interceptor Utility Color: Agate Black
 Type: Base All-wheel Drive K8A

Market Value Selling Price	39,500.00
Discount	2,550.00
Rebate	2,550.00
Adjusted Price	34,400.00
Key Fobs	250.00
Total Purchase	34,650.00
Taxable Fees (Estimated)	25.00
Doc Fee	303.60
Non Tax Fees	175.00
Cash Deposit	.00
Balance	35,153.60

Customer Approval: _____

Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

Travis Robison
 (815) 476-5205

Taxable fee's - electronic filing fee the secretary of state charge's

\$250 mark-up over window sticker due to Key fob's

* Vehicle currently on hold for us
 pending a decision *

D21340

CHI-002880

IL

9-NORMAL, NB, 002880, MJ271

13103

120211004

6362

CERT CERT CERT TRD RAMP BUMP CAMP BOOK EXPL

001870
132/502

1FMSK8AB2

MGC25074 NB

FUT3

Go Further
ford.com

VEHICLE DESCRIPTION

POLICE INTERCEPTOR MG C250742021 UTILITY AWD
119" WHEELBASE
3.3L TI-VCT V6 FFV ENGINE
10-SPEED AUTO TRANSMISSIONEXTERIOR
AGATE BLACK METALLIC
INTERIOR
EBONY CLOTH FRT/VINYL REAR

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- 18" H.O. STEEL WHEELS
- 255MMR18 A/O BSW
- POLICE TIRES
- CLASS III HITCH RECEIVER
- DUAL EXHAUST SYSTEM
- DUAL POWER MIRRORS
- FULL SIZE 18" SPARE W/TPMS
- HEADLAMPS - AUTO, LED
- LOW/HIGH INCLUDES FRONT HOUSING (W/LED WIG-WAG)
- KEY LOCKS (DR/PASS/LTGT)
- PRIVACY GLASS 2ND/3RD ROW

INTERIOR

- 35/00/25 SPLIT VINYL REAR
- A/C W/AUTOMATIC CLIMATE CONTROL, DUAL ZONE
- BLACK VINYL FLOOR COVERING
- CERTIFIED SPEEDOMETER
- CLOTH BUCKET FRONT SEATS
- CONSOLE MOUNTING PLATE
- ENGINE HOUR / IDLE METER
- PWR DR SEAT 7S-WAY/M LUMBAR
- RED/WHITE TASK LIGHTING
- SEATBACK INTRUSION PLATES
- TLT/TELESCOPING STEERING WHL W/ 4 CONFIGURABLE LATCHING SWITCHES

UNIVERSAL TOP TRAY

FUNCTIONAL

- AUXILIARY P/B BLUETOOTH & USB
- COLUMN MOUNTED SHIFTER
- ENGINE OIL COOLER
- FORD TELEMATICS™
- FULL-TIME ALL WHEEL DRIVE SYSTEM
- HEAVY DUTY SUSPENSION
- HEAVY-DUTY 80-AMP BATTERY
- INTERIOR TRUNK/LIFTGATE RELEASE
- POLICE BRAKES: 4 WHL DISC W/ ABS & TRACTION CONTROL
- POWER STEERING W/EPAS
- REAR VIEW CAMERA

TRANSMISSION OIL COOLER

TRANSMISSION-10-SPEED AUTO

- 75 MPH REAR-CRASH TESTED
- ADVANCETRAC® WITH FSC®
- AIRBAGS - FRONT AND SIDE
- AIRBAGS - SAFETY CANOPY
- SOS POST CRASH ALERT SYS
- TIRE PRESSURE MONITOR SYS

WARRANTY

- 3 YR/36K MILE BUMPER-TO-BUMPER WARRANTY
- 5 YR/100K MILE POWERTRAIN CARE EXTENDED SERVICE PLAN (ZERO DEDUCTIBLE)

INCLUDED ON THIS VEHICLE

(MSRP)

EQUIPMENT GROUP 500A

OPTIONAL EQUIPMENT/OTHER

1017-188M0406/201L	
AM/FM STEREO	
3.3L TI-VCT V6 FFV ENGINE	~ 3,530.00
10-SPEED AUTO TRANSMISSION	NO CHARGE
CARGO DOME LAMP-RED/WHITE	50.00
50 STATE EMISSIONS	NO CHARGE
POLICE ENGINE IDLE FEATURE	260.00
SPOT LAMP LED DR - WHELEN	420.00
POWER MIRROR/SPOTTER/HEATED	50.00
WIRING GRILL LAMP/BRDUS/SPKTS	50.00
NOISE SUPPRESSION BOND STRAPS	100.00
POL WIRE HARNESS CONNECTOR KIT	185.00
POLICE WIRING KIT REAR	
POLICE WIRING KIT FRONT	
REAR CONSOLE MOUNTING PLATE	45.00
FLEX-FUEL CAPABILITY	
FRONT LICENSE PLATE BRACKET	NO CHARGE

PRICE INFORMATION

(MSRP)

BASE PRICE	\$40,815.00
TOTAL OPTIONS/OTHER	2,360.00
TOTAL VEHICLE & OPTIONS/OTHER	38,255.00
DESTINATION & DELIVERY	1,245.00

RAMP ONE

CC06

RAMP TWO

CONVOY

ITEM

41-0008 Q/T 5B

TOTAL MSRP \$39,500.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

SPECIAL ORDER

MJ271 N RB 2X 115 002880 09 27 21

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer-installed options or accessories are not included unless listed above.



Fuel Economy and Environment

E85 Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

Fuel Economy

19 MPG

Standard SUVs range from 13 to 101 MPG. The best vehicle rates 141 MPG. Values are based on gasoline and do not reflect performance and ratings based on E85.

You spend **\$3,250**

more in fuel costs over 5 years compared to the average new vehicle.

combined city/hwy

17

23

5.3

gallons per 100 miles

Driving Range

Gasoline 414 miles

Ethanol (E85) 305 miles

Annual fuel cost **\$2,150**

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)

1 3 10 1 5 10 Best

This vehicle emits 483 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$7,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.70 per gallon. This is a dual-fueled automobile. MPG is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal

Driver

★★★★★

Crash

Passenger

★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side

Front seat

★★★★★

Crash

Rear seat

★★★★★

Based on the risk of injury in a side impact.

Rollover

★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

1FMSK8AB2MGC25074



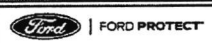
WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Harnings.ca.gov/passenger-vehicle.



Go Further

The modern is active and sending vehicle data (e.g. diagnostics) to Ford. See in-vehicle settings for connectivity options.

FordPass Connect™ service and FordPass™ App required for certain remote features. Use App Terms for more information. Connected service and related features functionality is subject to compatible AT&T network availability. Evolving technology / cellular networks may affect functionality and availability, or connected provision of some features, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.

Enlist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

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Please use

text HELP

for help

www.ford.com/help

11/26/2021

1202110046362



BOARD AGENDA MEMORANDUM

DATE OF MEETING: December 14, 2021

To: Village President & Board of Trustees

From: Jim Marino, Village Manager

Topic: Village of Flossmoor Water Sale and Purchase Agreement

PURPOSE

After the Village made the decision to change its water supplier from the City of Harvey to the City of Chicago Heights, staff spoke with the Village of Flossmoor regarding Flossmoor's desire to continue to purchase water from us. Staff worked with Village Attorney Chris Cummings to negotiate a water sale and purchase agreement that is now ready for Village Board approval.

PROCESS

In June of 2020, the Village entered into a memorandum of understanding with Flossmoor that provided Flossmoor a period of time to evaluate the feasibility of continuing to purchase water from us after we began purchasing water from Chicago Heights. Because we are changing to a different water supplier, there were several water testing, engineering, IEPA requirements, and cost sharing matters that had to be evaluated by Flossmoor. After Flossmoor decided to continue to purchase water from us, we began negotiating a water sale and purchase agreement.

The basic terms of the agreement with Flossmoor are the same or similar to the terms we have in our agreement to purchase water from Chicago Heights. The term of the agreement is 25 years. The total base rate is \$4.75 per 1,000 gallons. This rate includes the amount Hammond charges Chicago Heights for water (\$2.05/1,000 gallons), the amount Chicago Heights charges us to deliver water (\$2.00/1,000 gallons), and our cost to deliver water to Flossmoor (\$0.70/1,000 gallons). This rate will increase annually by the increase in the Consumer Price Index and cannot be less than one 1% nor more than 3%.

OUTCOME

Approval of the water sale and purchase agreement allows Homewood to continue to supply Flossmoor with safe and reliable water at a rate less than what we are charged by Harvey and with long-term stable annual increases.

VILLAGE OF HOMEWOOD

Item 10. K.



FINANCIAL IMPACT

- **Funding Source:** No Financial Impact
- **Budgeted Amount:** N/A
- **Cost:** N/A

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass an ordinance approving the water sale and purchase agreement between the Village of Homewood and the Village of Flossmoor.

ATTACHMENT(S)

Ordinance

Water sale and purchase agreement

ORDINANCE NO. M-2208**AN ORDINANCE APPROVING A WATER SALES CONTRACT
WITH THE VILLAGE OF FLOSSMOOR, COOK COUNTY, ILLINOIS.**

WHEREAS, the Village of Homewood, Cook County, Illinois (“Homewood”) and the Village of Flossmoor, Cook County, Illinois (“Flossmoor”) are each duly organized, and validly existing non-home rule municipalities created under the Constitution of the State of Illinois and the laws of the State; and

WHEREAS, Homewood entered into a Water Sale and Purchase Agreement with the City of Chicago Heights, Cook County, Illinois on July 28, 2020, to purchase Lake Michigan Water (“Water”) necessary to supply Homewood’s residential, commercial and industrial users, including sufficient quantities for resale to Flossmoor; and

WHEREAS, Homewood has proposed, and Flossmoor has agreed to purchase Water from Homewood to meet the needs of its Water users, provided Flossmoor’s needs do not exceed its Illinois Department of Natural Resources Water allocation; and

WHEREAS, Homewood and Flossmoor have entered into the attached Water Sale and Purchase Agreement, setting forth the terms, conditions, and responsibilities of each community regarding the sale and purchase of Water.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Homewood, Cook County, Illinois, as follows:

SECTION ONE – INCORPORATION OF RECITALS:

The recitals set forth above are incorporated herein as if restated in this Section One.

SECTION TWO – CONTRACT APPROVAL:

The Water Sale and Purchase Agreement Between the Village of Homewood, Cook County, Illinois and the Village of Flossmoor, Cook County, Illinois attached as Exhibit A is approved and the Village Manager, Director of Public Works, and Village staff are authorized to undertake all actions required to implement its terms.

SECTION THREE – EFFECTIVE DATE:

This ordinance shall be in full force and effect from and after its passage, approval, and publication in accordance with law.

PASSED and APPROVED this 14th day of December, 2021.

Village President

ATTEST:

Village Clerk

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENCES: _____

[illegible]

I, the undersigned do certify that I am the Village Clerk of the Village of Homewood, Cook County, Illinois, and as such I am the keeper of the records and files of the President and Board of Trustees of the Village.

I do further certify that the attached and foregoing is a correct copy of an ordinance M-____ entitled:

**AN ORDINANCE APPROVING A WATER SALES CONTRACT
WITH THE VILLAGE OF FLOSSMOOR, COOK COUNTY, ILLINOIS.**

as adopted by the President and Board of Trustees of the Village of Homewood at its regularly convened meeting held on December 14, 2021 , and as signed by the President of the Village on _____, 2021 all as appears from the official records of the Village in my care and custody.

In witness whereof, I have affixed my official signature and the corporate seal of the Village of Homewood, Illinois on _____, 2021.

Village Clerk

(SEAL)

**WATER SALE AND PURCHASE AGREEMENT BETWEEN THE
VILLAGE OF HOMEWOOD, COOK COUNTY, ILLINOIS
AND THE VILLAGE OF FLOSSMOOR, COOK COUNTY, ILLINOIS**

THIS AGREEMENT is entered into this _____ day of _____, 2021, by and between the Village of Homewood, Cook County, Illinois, a non-home rule municipality, of the State of Illinois (“*Homewood*”) and the Village of Flossmoor, Cook County, Illinois, a non-home rule municipality of the State of Illinois (“*Flossmoor*”).

ARTICLE I: RECITALS

- 1.1 *Source of Water Supply to Homewood.* Homewood entered into a Water Sale and Purchase Agreement with the City of Chicago Heights, Cook County, Illinois, a home-rule municipality of the State of Illinois (“*Chicago Heights*”), on July 28, 2020 a copy of which is attached hereto as *Exhibit A* (the “*Chicago Heights Contract*”) providing for the purchase of a supply of Lake Michigan Potable Water (as hereinafter defined) from Chicago Heights sufficient to annually supply Homewood’s residential, commercial and industrial users including sufficient quantities to annually resell water to Flossmoor in amounts not to exceed the annual Illinois Department of Natural Resources (IDNR) allocation in effect, from time to time, including any allowable excess for both Homewood and Flossmoor.
- 1.2 *Source of Water Supply of Chicago Heights.* Chicago Heights is able to provide Lake Michigan Potable Water to Homewood for resale to Flossmoor as a wholesale purchaser pursuant to a certain Purchase Agreement between the City of Chicago Heights, Illinois and the Civil City of Hammond, Indiana (“*Hammond*”) dated February 14, 2013, as amended September 6, 2018 and July 1, 2020 (the “*Hammond Contract*”). Hammond is a wholesale purchaser of Lake Michigan Potable Water from the Hammond Water Works Department which operates a complete water works system providing intake, treatment and transmission of Lake Michigan Potable Water. Pursuant to the Hammond Contract,

Chicago Heights was assigned a water supply capacity sufficient to supply Homewood and Flossmoor with adequate quantities of Lake Michigan Potable Water and has agreed to secure adequate quantities of Lake Michigan Potable Water from Hammond for any future water supply contracts Chicago Heights may approve.

- 1.3 *Flossmoor Contract with Homewood.* Flossmoor is authorized by law to enter into this Agreement with Homewood for a term of twenty-five (25) years and to purchase Lake Michigan Potable Water as required for its residential and commercial users within and without its territorial limits so long as it does not exceed the allocation established by IDNR, from time to time, including any allowable excess pursuant to the conditions of the IDNR and the terms hereof. For purposes of this agreement, Flossmoor's residential and commercial users shall include all Flossmoor water customers within Flossmoor's territorial limits and those customers outside of Flossmoor's territorial limits currently served by the Flossmoor water system, including Flossmoor Golf Club.
- 1.4 *Representations by Homewood.* Homewood is authorized by law to enter into and carry out the terms of this Agreement and has contracted with Chicago Heights to obtain sufficient Lake Michigan Potable Water for the purpose of reselling to Flossmoor during the term of this Agreement.

ARTICLE II. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

Point of Connection/Point of Delivery. At the water meter owned by Homewood in the vault at the intersection of Homewood's water main to Flossmoor's water main located in the right-of-way at 18408 Western Avenue in Homewood.

Hammond: The Civil City of Hammond, Indiana.

Flossmoor Supply Line. The water line supplying the Flossmoor water system located in Homewood within the Western Avenue right-of-way, from the Point of Connection/Point of Delivery and running south to Homewood's border with Flossmoor.

Adjusted Base Rate: The annual adjustment in the Total Base Rate as provided in *Article IX*.

Chicago Heights Delivery Rate: The cost per 1,000 gallons charged by Chicago Heights to Homewood for delivery of Lake Michigan Potable Water to Homewood, adjusted annually as provided in *Article IX*.

Homewood Delivery Rate: The cost per 1,000 gallons charged by Chicago Heights to Homewood, adjusted annually pursuant to the Chicago Heights Contract, plus seventy cents (\$.70) adjusted annually as provided in *Article IX*.

Peak Hours: 6:00 a.m. to 10:00 p.m.

Off-Peak Hours: 10:00 p.m. to 6:00 a.m. the following day.

Total Base Rate: The sum of the Chicago Heights Delivery Rate and the Homewood Delivery Rate calculated annually.

Water or Lake Michigan Potable Water. Water from Lake Michigan which has been filtered and treated in accordance with regulations and requirements of the United States Environmental Protection Agency, the Indiana Department of Environmental Management, and the Illinois Environmental Protection Agency such that it is safe for drinking.

ARTICLE III. WATER SERVICES.

3.1 *Purchase and Sale.* Flossmoor agrees to purchase Water from Homewood. Homewood agrees to sell and deliver Water to Flossmoor pursuant to the terms herein at the Point of

Connection/Point of Delivery. Flossmoor agrees not to sell any Water to any additional customers beyond those identified in paragraph 1.3 above without Homewood's consent.

- 3.2 *Chicago Heights Contract.* Flossmoor acknowledges that it has reviewed the Chicago Heights Contract. Homewood agrees it shall not take any action to reduce the amount of Water supplied by Chicago Heights to Homewood for resale to Flossmoor.
- 3.3 *Maintenance.* Homewood shall maintain, at its sole cost and expense, the pumps, storage facilities, valves, and related equipment used to receive Water from Chicago Heights and to deliver Water to Flossmoor at the Point of Connection/Point of Delivery. Homewood agrees not to sell Water to any other customer without confirmation that the capacity required by Flossmoor is maintained in the allocation of Water and supply capacity from Chicago Heights and Hammond .
- 3.4 *Responsibility for Maintenance.* Flossmoor and Homewood shall furnish, install, operate and maintain their respective delivery and transmission systems located within their territorial boundary limits. In addition, Flossmoor shall be responsible for installing, operating, and maintaining the Flossmoor Supply Line. Homewood shall, at no time, be obligated to perform any act inside the corporate boundaries of Flossmoor.
- 3.5 *Exclusive Water Vendor.* Subject to the provisions of Sections 4.3(a) and 4.5 below, Flossmoor shall purchase its potable water supply exclusively from Homewood, to the exclusion of all other water vendors except in the event of an emergency that precludes Homewood from meeting its water delivery obligations to Flossmoor hereunder. Homewood shall advise Flossmoor as soon as reasonably possible under the circumstances should such an emergency arise. Homewood shall also advise Flossmoor once the

emergency has been resolved and Homewood delivery has resumed, at which time delivery from an emergency source to Flossmoor shall cease.

ARTICLE IV. WATER ALLOCATIONS.

- 4.1 *Delivery of Allocations.* The quantities of Water to be supplied to Flossmoor pursuant to Article III, on an annual basis, shall be in an amount allocated to Flossmoor by the IDNR including any allowable excess.
- 4.2 *Use of Allocations.* Flossmoor shall use its best efforts to not use Water, on an annual basis, in excess of its allocation.
- 4.3 *Cross-Connections; Change in Flossmoor Boundaries.*
- (a) Homewood understands that Flossmoor, in the future, may have cross-connections between its water transmission system and those of other communities, and, may, from time to time, hereafter relocate, add, or delete such connections. Homewood further understands that the purpose thereof is to enable Flossmoor to engage in mutual assistance programs with such municipalities, to furnish water or to receive water in an emergency. Nothing herein shall be construed to limit Flossmoor's right to engage in such mutual assistance programs.
- (b) At such time as territory is annexed to Flossmoor, consumers within such territory may be sold Water hereunder.
- (c) At such time as territory is disconnected from Flossmoor and annexed to another municipality, Flossmoor may continue to sell Water to consumers located in such territory until the right of such consumers to purchase water from Flossmoor is terminated as provided in Section 7-1-37 of the Illinois Municipal Code (65 ILCS 5/7-1-37) or as such statute may, from time to time, be amended.

(d) At such time as territory is disconnected from Flossmoor but not annexed to another municipality, Flossmoor may, in its discretion, continue to sell Water to consumers located in such territory.

4.4 *IDNR Allocations.* Homewood and Flossmoor shall notify each other of changes to their IDNR allocations.

4.5 *Emergency.*

(a) If for any reason, including unexpected failure or malfunction in the water distribution systems of Hammond, Chicago Heights, or Homewood, Homewood is unable to furnish Water in the quantities required to be furnished from time to time to Flossmoor, Homewood shall use due diligence during any such occurrence to provide Water (insofar as practicable) to Flossmoor. Homewood shall immediately request that its Water supplier promptly take such actions, including making and expediting repairs or adjustments as are necessary, to restore delivery to Flossmoor of the Water to be furnished from time to time under this Agreement.

(b) Homewood shall, as soon as reasonably possible under the circumstances, give Flossmoor notice of leaks, malfunctions, or any other unplanned conditions that might impact Homewood's ability to provide Water to Flossmoor or otherwise cause Homewood to temporarily shut down any portion of its supply source for Water to be supplied to Flossmoor for a period of more than two (2) hours. The notice shall include the nature of the problem and whether its source is believed to be Hammond, Chicago Heights, or its own Water supply system and any plan to respond to the problem, and any known and estimated timelines for resolving the problem. Homewood recognizes and agrees that notice to Flossmoor pursuant to this paragraph is crucial to the public health and safety as

it allows Flossmoor to begin preparations as may be necessary to ensure adequate supply capacity, including but not limited to: (1) notifying Flossmoor water users; (2) placing limitations on water usage; (3) increasing its storage; (4) notifying neighboring municipalities with whom Flossmoor may have the emergency cross connections about the potential need to open and operate such emergency cross connections.

(c) Homewood shall provide Flossmoor at least fourteen (14) days written notice of any planned maintenance and repair activities which will result in removing from service any portion of the water main, pumps, or storage facilities by which Homewood obtains the supply of Water sold to Flossmoor for a period of two (2) hours or more. The notice shall include the nature of the planned work being performed; identify the equipment or items being removed from service; advise of the time for which the equipment is estimated to remain off-line and, whether the planned work is being performed by Hammond, Chicago Heights or Homewood.

(d) Any limitation on water usage or water supply imposed upon Flossmoor shall be no more restrictive than the limitations placed on Homewood's users of Water.

ARTICLE V. DELIVERY AND STORAGE.

5.1 *Delivery of Water Supply.* Homewood shall deliver Water to Flossmoor at the Point of Connection/Point of Delivery. Homewood shall convey the Flossmoor Supply Line by bill of sale and grant to Flossmoor a permanent non-exclusive easement to maintain, repair and replace this water line as may be necessary from time to time.

5.2 *Commencement of Delivery.* Homewood shall commence delivery of Water to Flossmoor pursuant to the terms of this Agreement on or before December 31, 2022.

5.3 *Pressure.*

(a) Homewood shall maintain pressure satisfactory for its own Water users in the immediate area of the Point of Delivery/Point of Connection, these same pressures therefore being available for the service to Flossmoor. Homewood shall furnish Water to Flossmoor at a minimum pressure of 30 P.S.I.

(b) Homewood shall in no event be responsible to Flossmoor, nor shall any right of action arise or exist against Homewood in favor of Flossmoor or any of its users by reason of variations in the main pressure at the Point of Delivery/Point of Connection of such Water caused by Flossmoor, and Flossmoor shall hold Homewood harmless and indemnify Homewood from any and all claims relating to variations in main pressure at the Point of Delivery/Point of Connection of such Water caused by Flossmoor.

(c) Flossmoor shall in no event be responsible to Homewood nor shall any right of action arise or exist against Flossmoor in favor of Homewood by reasons of variation in the main pressure at the Point of Delivery/Point of Connection of Water caused by Homewood, and Homewood shall hold Flossmoor harmless and indemnify Flossmoor from any and all claims relating to variations in the main pressure at the Point of Delivery/Point of Connection of Water caused by Homewood.

5.4 *Flossmoor Facilities.*

(a) Flossmoor shall provide, operate, maintain, repair, replace, improve and expand transmission mains, pumps, appurtenance and any other necessary equipment, on its distribution system that it either now has or is in the process of providing, and any other necessary equipment to ensure itself that it can receive and distribute Water to its users.

(b) If Flossmoor desires to construct additional facilities to carry Water from the Point of Delivery/Point of Connection and/or from some other point or points to and through its

own distribution system to serve its customers, all such extensions, pumps, equipment and system shall be furnished, installed, operated and maintained by Flossmoor. Homewood shall not have control, responsibility, or any duty to maintain any such equipment or system. Flossmoor shall not expand or relocate the Flossmoor Supply Line without Homewood's consent, nor shall it intensify its use of the non-exclusive easement granted by Homewood under paragraph 5.1 without Homewood's consent.

ARTICLE VI. WATER QUALITY.

- (a) Homewood shall supply Flossmoor at the Point of Delivery/Point of Connection with Water of a quality commensurate with that furnished by Homewood to its own customers. At a minimum, all Water furnished to Flossmoor at the Point of Delivery/Point of Connection shall meet all applicable water quality standards established by any state or federal regulatory agency with jurisdiction over Homewood.
- (b) If the Water fails to meet the minimum water quality standards at Point of Delivery/Point of Connection as provided above, Homewood shall, after receiving notice, take immediate action to correct any such water quality deficiency.
- (c) Homewood shall bear no responsibility for water quality of Water beyond the Point of Delivery/Point of Connection.
- (d) Flossmoor and Homewood shall each notify the other as promptly as practicable of any failure of Water to meet the water quality standards set by the United States or State Environmental Protection Agency in either Party's system. Notifications under this Section shall be given directly to the Director of Public Works or their designee, the Village Manager or their designee, and the Village President of Homewood and the Mayor of Flossmoor.

- (e) Homewood shall not be responsible to Flossmoor for any non-compliant water that might exist in the Water furnished under this Agreement that is caused by and arises in any distribution system of Flossmoor. The Parties recognize and acknowledge that currently, (i) the source of Water supply is Lake Michigan at the boundary of Hammond with Lake Michigan and, thereafter, to Chicago Heights then to Homewood and then to Flossmoor; and, (ii) both Parties are familiar with the conditions existing at the source.
- (f) If Flossmoor causes any non-compliant water to be distributed in its water system, the Parties shall promptly investigate the condition and Flossmoor shall promptly remedy and remove any such condition. If the remedying of the existence of non-compliant water requires work to be done, within Homewood's system then Flossmoor promises and agrees to reimburse and indemnify Homewood directly for such remedial work required in its system and the damages resulting therefrom.
- (g) If Homewood causes any non-compliant water to be distributed in the system of Flossmoor, the Parties shall promptly investigate the condition, and Homewood shall promptly remedy and remove any such condition. If the remedying of the existence of non-compliance water requires work to be done by Flossmoor on Flossmoor's own system, then Homewood promises and agrees to reimburse and indemnify Flossmoor directly for such remedial work required in its system and the damages resulting therefrom.
- (h) If the Parties identify non-compliant water in both systems, the respective Parties shall promptly investigate the condition and causation and remove such causation and remedy the condition. Each Party agrees to reimburse and indemnify the other Party should it be determined to have been caused by the other Party. If it is determined that the cause was from that portion of the Chicago Heights system that supplies Homewood, Homewood

shall promptly notify Chicago Heights to promptly remove the causation and condition and shall, if practicable, seek financial reimbursement for both Homewood and Flossmoor should either community need to take action to remedy the condition in their respective systems. Any cost incurred in seeking financial reimbursement from Chicago Heights shall be shared by Homewood and Flossmoor in proportion to each community's water usage for the previous 12 months. If Homewood sells water to any community in addition to Flossmoor, the amount sold to those communities shall be attributed to Homewood in calculating its proportionate share under this paragraph.

ARTICLE VII. WATER STORAGE.

- 7.1 *Storage Capacity.* Flossmoor shall provide and maintain at all times during the term of this Agreement water storage of sufficient capacity to store not less than 1.5 times the average daily usage of water from time to time in effect for Flossmoor (per IEPA Title 35, Subtitle F, Section 653.110). If Flossmoor's storage capacity falls below this capacity for a reason that is unrelated to the temporary removal of a storage facility for repairs or maintenance, Flossmoor shall construct and provide additional storage that is sufficient to increase its storage to the required amount.
- 7.2 *Interruption of Delivery.* If the supply from Homewood is, for any reason, temporary unavailable, Flossmoor shall utilize its water storage capacity or any available emergency connection which meets all required standards to supply Flossmoor during such outage to minimize strain on Homewood's water system.

ARTICLE VIII. MEASUREMENT.

- 8.1 *Point of Delivery/Point of Connection.* Homewood shall measure the quantity of Water furnished to Flossmoor under this Agreement during each hour of each day at the Point of

Delivery/Point of Connection. The unit of measurement shall be gallons of water, U.S. Standard Liquid Measure, or such other unit of measurement as the Parties may agree in writing.

- 8.2 *Measuring Devices.* The measuring devices, together with a meter housing or other suitable meter enclosure, structure or building to house them, all as described in *Exhibit B* (collectively, the “*Devices*”), shall be used at the Point of Delivery/Point of Connection for the purpose of controlling, measuring, and recording the quantity of Water furnished under this Agreement and of transmitting and recording pressures and other required operational information to Homewood and Flossmoor. The Devices shall be compatible with each other’s SCADA systems and shall be capable of reporting said measurements/readings/data as required to both Homewood and Flossmoor. A remote terminal unit (RTU) compatible with both Homewood and Flossmoor’s system and programmed by Homewood shall be provided in the meter enclosure to facilitate communication to the Flossmoor system. The Devices shall be subject to the approval of both Homewood’s and Flossmoor’s engineers. *Exhibit B* shall be a complete set of working drawings of the Devices prepared and provided to each other subsequent to the execution of this Agreement. *Exhibit B* may be amended from time to time by the Parties. Data reflecting storage volume and flow rate at Homewood’s Point of Delivery from Chicago Heights ; Homewood pumping stations and reservoirs shall be made available to Flossmoor to view but not to operate. .
- 8.3 *Chicago Heights Second Pipeline.* Homewood agrees to share with Flossmoor the engineering study to be undertaken by Chicago Heights regarding potential installation of a second water delivery pipeline beneath the Calumet River.

- 8.4 *Access to Devices.* Representatives of Homewood and Flossmoor shall have access at all reasonable times to all Devices for examination, inspection and testing.
- 8.5 *Calibration of Devices.* Homewood shall annually calibrate the accuracy of each of the meters and appurtenant equipment for the purpose of measuring the supply of Water furnished under this Agreement. The results of any such inspection and calibration shall be promptly provided to Flossmoor.
- 8.6 *Readings/Estimates.* The readings made of the meters for the purpose of billing Flossmoor shall be made by Homewood on the first business day of every calendar month and promptly provided to Flossmoor. The amount of Water purchased and sold shall be determined by the meter readings installed at the Point of Delivery/Point of Connection, as aforesaid, and Flossmoor shall pay for the amount of Water as shown by such readings at the rates hereinafter provided. If such meter or meters malfunction or fail to operate properly for a period of thirty (30) days or more, until such meter(s) are repaired or replaced, then the Parties shall compute the water delivered and not metered on the basis of the water readings for the same month of the previous year, and the daily average for such period shall be used as the basis for computing the amount of Water delivered and not metered, and the amount to be paid for such unmetered period shall be based upon such computation.

ARTICLE IX. WATER RATES.

- 9.1 *Total Base Rate.* At the time Homewood begins delivering water to Flossmoor the Total Base Rate shall be \$4.75 per 1,000 gallons. (“Total Base Rate”) The Total Base Rate includes the Hammond Water Base Rate (\$2.05 per 1,000 gallons), the Chicago Heights Delivery

Rate (\$2.00 per 1,000 gallons), and an initial Homewood Delivery Rate to Flossmoor of \$0.70 per 1,000 gallons.

9.2 *Annual Rate Adjustments.*

(a) The Total Base Rate, excluding any surcharge or tax imposed by a third-party pursuant to Section 9.3, shall be adjusted annually on the first day of the month immediately following the anniversary of the commencement of water delivery by Chicago Heights to Homewood, or January 1, 2023, whichever occurs first, by increasing the Total Base Rate by the increase in the Consumer Price Index-For All Urban Consumers (CPI-U) for the preceding 12-month period (“Adjusted Base Rate”), provided, however, that the amount of the annual increase to the Total Base Rate shall not be less than one percent (1%) and shall not be more than three percent (3%), irrespective of the actual change in the CPI-U. Each annual increase thereafter in the Adjusted Base Rate shall be cumulative of the preceding annual increase; and shall include the same percentage adjustment as made to the Total Base Rate charged by Chicago Heights to Homewood. Homewood agrees to annually notify Flossmoor of the percentage increase in Adjusted Rate Base as soon as it receives notice of the percentage increase from Chicago Heights.

(b) Homewood shall give Flossmoor annual written notice of any increase in the Rate at least thirty (30) days prior to the effective date of the modification of the Total Base Rate.

(c) Flossmoor agrees that, with respect to any future rate adjustments imposed by a third party, including, but not limited to, modifications of the Hammond Water Base Rate or the Chicago Heights Delivery Rate, in the event any approval is required by law, that Flossmoor will, without objection, join any petition rate schedule, tariff, or other

documents or proceedings which may be necessary to be filed with any public body.

Further, Flossmoor agrees to abide by such adjusted rate and to pay same

- 9.3 *Surcharge or Tax.* No surcharge fee or tax shall be added to the Total Base Rate provided for in this Agreement by Homewood. Except that, in the event a tax or other fee is imposed on Chicago Heights or Homewood by a third-party government authority with respect to its sale of Water under this Agreement, such tax or fee will immediately be added to the Total Base Rate charged to Flossmoor.
- 9.4 *Adjustment for unanticipated delivery costs.* If a new statute, regulation, or requirement is imposed on Homewood by a third-party government authority over which Homewood has no control and that results in increased cost of treating, storing, or delivering water to Flossmoor, this increased cost shall be added to the delivery charge assessed to Flossmoor by Homewood in proportion to Flossmoor's use of the Homewood water system. Before assessing Flossmoor for these increased costs, Homewood shall, as soon as reasonably possible, inform Flossmoor of the new requirement, how Homewood proposes to meet that obligation, and the costs involved. The parties shall negotiate how assessment of the increased cost shall be implemented.
- 9.5 *Customer Charges.* Homewood shall have no right to determine charges for Water furnished by Flossmoor to its customers.

ARTICLE X. BILLING.

10.1 *Monthly Billing.*

- (a) Homewood shall bill Flossmoor each month for the Water used each month and Flossmoor promises to pay such statement in full without discount within thirty (30) days after the receipt of such bill. Late charges shall be assessed against Flossmoor at the rate of five percent (5%) solely on the past due amount.
- (b) If Homewood shall be required to alter, amend or establish a new rule or rules, by order of the State of Illinois, then the existing rules of Homewood and such alterations, amendments, or new rules, shall apply and govern the Parties hereto.
- (c) Flossmoor agrees to budget annually sufficient money to pay for the Water furnished by Homewood and will charge sufficient rates to provide adequate funds for the payment of Water furnished by Homewood.
- (d) If Flossmoor shall refuse, neglect or fail to promptly pay bills rendered for Water supplied hereunder within the time or times prescribed herein, and Homewood shall deliver by mail to Flossmoor's Mayor a notice in writing of its intention to commence legal proceeding before the Circuit Court of Cook County on account of such failure, refusal or neglect. Homewood shall have the right to shut off the supply to Flossmoor within thirty (30) days after the date of the court order authorizing the shut off, and to terminate this Agreement unless within such thirty (30) days, Flossmoor shall have made good such failure. The shutting off of the supply of Water to Flossmoor pursuant to an order of court shall not release Flossmoor from its obligation to make payments of any amount or amounts due or to become due in accordance with the terms hereof.

10.2 *Readings.* Bills shall be based on readings of the Devices at the Point of Delivery/Point of Connection, as provided in Section 8.6.

10.3 *Form of Bills.*

(a) Each bill shall indicate the total amount of Water delivered as evidenced by the readings of the meters at the beginning and end of each billing period.

(b) Each bill shall specify the basic charge per unit of Water furnished and such adjustments, if any, as are applicable.

ARTICLE XI. HOMEWOOD'S SYSTEM.

(a) All plans, specifications, contracts, construction documents pertaining to the water main connecting Homewood to the Chicago Heights distribution system and related appurtenances shall be available to Flossmoor for review upon request during business hours.

(b) Homewood will construct improvements to its water system to comply with this Agreement.

(c) Any specifications for improvements to be constructed by Homewood under this Agreement shall be under Homewood's control. All such improvements, when completed, shall be sufficient to comply with this Agreement.

ARTICLE XII. TERM AND STANDARD CONDITIONS.

- 12.1 *Term.* This Agreement shall expire in twenty-five (25) years.
- 12.2 *Assignment.* This Agreement may not be assigned by either Party without the written consent of the other Party.
- 12.3 *Title to Water.* Title to Water supplied under this Agreement shall remain in Homewood to the Point of Delivery/Point of Connection and upon passing the Point of Delivery/Point of Connection, title shall pass to Flossmoor.
- 12.4 *Amendment.* This Agreement may be amended only by written agreement by the Parties.
- 12.5 *Notices.* All notices under this Agreement shall be in writing either delivered or mailed, certified mail, return receipt requested, to the Parties at:

To Homewood at:
 Village President
 Village of Homewood
 2020 Chestnut Road
 Homewood, Illinois 60430

with copies to:

Christopher J. Cummings
 Village Attorney
 2024 Hickory Road, Suite #205
 Homewood, Illinois 60430

and

Village Manager
 Village of Homewood
 2020 Chestnut Road
 Homewood, Illinois 60430

to Flossmoor at:

Mayor
 Village of Flossmoor
 2800 Flossmoor Road
 Flossmoor, Illinois 60422

with copies to:

Village Manager
Village of Flossmoor
2800 Flossmoor Road
Flossmoor, Illinois 60422

and

Kathleen Field Orr
Village Attorney
2024 Hickory Road, Suite #205
Homewood, Illinois 60430

or a such other address as such party by written notice delivered to all of the parties named above.

ARTICLE XIII. INDEMNIFICATION

Indemnification. Homewood shall not be responsible for damages to person or property for any failure to supply water or for interruption of the potable water supply furnished hereunder.

Flossmoor agrees to hold harmless and indemnify Homewood against any and all claims for losses, liability or damage, including fees and expenses, arising out of or in connection with any intentional, willful or negligent actions or omissions of Flossmoor, and Flossmoor hereby assumes all risks of loss, damage or injury to person or property, in the distribution of said potable water after received at the Point of Delivery/Point of Connection.

Homewood agrees to hold harmless and indemnify Flossmoor against any and all claims for losses, liability, or damage, including fees and expenses, arising out of or in connection with any intentional, willful, or negligent actions or omissions of Homewood.

Flossmoor further agrees to hold harmless and indemnify Homewood against all claims for any dispute, loss, damage, or injury sustained, of any kind, nature or description, including attorney's fees and expenses incurred by Homewood by reason of any claims made against

Homewood by Flossmoor's residential and commercial water users, relating to Homewood's furnishing potable water to Flossmoor under this Agreement.

ARTICLE XIV. MISCELLANEOUS

Final Agreement:

- (a) This Agreement supersedes all prior negotiations or understandings and is the whole agreement of the Parties. There are no other oral or written agreements concerning the subject of this Agreement.
- (b) The provisions of this Agreement shall be interpreted when possible in a manner to sustain their legality and enforceability. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in another situation or the remaining provisions of this Agreement. If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent possible.
- (c) This Agreement is performed in the State of Illinois and is to be construed under applicable Illinois law which shall apply to its enforcement, construction and interpretation.
- (d) The Parties stipulate that the sales under this Agreement constitute wholesale sales between Illinois municipalities. By executing this Agreement, neither party acquiesces that the rights and obligations contained within this Agreement are subject to the interpretation, enforcement or jurisdiction of any administrative agency.
- (e) The Parties agree that the Federal and State Courts located in the State of Illinois shall have exclusive jurisdiction to interpret and enforce this agreement. However, If Homewood requests that Flossmoor cooperate and assist Homewood in any proceeding

- before any regulatory body, then Flossmoor agrees to cooperate or assist Homewood as requested.
- (f) If any statute, either of the United States, the State of Illinois, or any rule is subsequently promulgated by any governmental agency of the United States or the State of Illinois, binding upon Homewood and solely by reason thereof, Homewood shall not be permitted to deliver Water to Flossmoor, as provided herein, then this Agreement may be cancelled by Homewood without any liability to Homewood. However, in the event of same, Flossmoor shall have four (4) years to find an alternative water source and Homewood shall continue to provide Water to Flossmoor under the terms herein to the extent permitted by law.
- (g) Further, should any law, rule or regulation be passed and adopted by any governmental agency binding on Homewood as to the grade of Water to be furnished, or its distribution, then Flossmoor agrees that when Homewood delivers Water in compliance with such law, rule or regulation, that it has completed the obligation on its part to be performed under this Agreement.
- (h) If Flossmoor shall desire, at the expiration of this Agreement, to continue to purchase Water from Homewood, it shall have twelve (12) months before the expiration of this Agreement to notify Homewood, and, if Homewood desires to continue to sell, and if and only if, the parties hereto agree to the terms and conditions of a new purchase agreement, including a new base rate, before the expiration of this Agreement, shall Homewood be obligated to continue to supply Water to Flossmoor beyond the expiration of this Agreement. If Flossmoor decides not to negotiate a new purchase agreement, or if Flossmoor and Homewood fail to agree on a new purchase agreement,

Flossmoor shall have two (2) years from the current Agreement expiration date to identify and connect to a new water source. During this two-year period, Homewood shall continue to provide Water to Flossmoor under the terms in effect at the Agreement expiration date, subject to approval by Chicago Heights, and further subject to a new “Chicago Heights Base Rate” as may be imposed upon Homewood by Chicago Heights pursuant to the contract between Chicago Heights and Homewood at that time.

- (i) This Agreement may be amended by Homewood if a court of competent jurisdiction, but only as directed by the court: (1) limits the amount of Water Homewood may use for domestic pumpage or otherwise places a material burden on Homewood in connection with the provision of Water; or, (2) limits distribution of Water to Homewood by Hammond or Chicago Heights; or (3) limits Homewood’s ability to sell Water.
- (j) The authority of the officials of Flossmoor to execute this Agreement is evidenced by the authority to the Mayor and Board of Trustees of the Village of Flossmoor given by the attached Ordinance adopted at a regular meeting held on the _____ day of _____, 2021.
- (k) The authority of the officials of Homewood to execute this Agreement is evidenced by the Resolution adopted by the Mayor and Board of Trustees of Flossmoor, Illinois, at a regular meeting of the Mayor and Board of Trustees duly held on the _____ day of _____, 2021.
- (l) Homewood agrees to annually appropriate sums sufficient to pay for Water Homewood furnished by Chicago Heights. Homewood further agrees that it will at all times charge

- its water users sufficient rates in order to provide adequate funds for the payment of the water furnished by Chicago Heights.
- (m) Homewood agrees to annually appropriate sums sufficient to pay for the maintenance, repair and replacements as deemed necessary of its water system up to the Point of Delivery/Point of Connection.
- (n) Upon receiving payment from Flossmoor, Homewood shall promptly pay Chicago Heights that portion of Flossmoor's payment attributable to Chicago Heights' Water Base Rate charge.
- (o) Homewood and Flossmoor shall each notify and keep the other informed of the name of the individual(s) in charge of operations of its respective water system.

ARTICLE XV. ADDITIONAL TERMS.

- 15.1 *Remedies Upon Default.* A party shall be in default of this Agreement if it fails to perform or observe any covenant, duty, or obligation of this Agreement within thirty (30) days after receipt of written notice thereof from the non-defaulting party (which written notice shall specifically describe the covenant, duty, or obligation which the other party has allegedly failed or refused to perform or observe). If such default is cured within such 30-day period, the default shall be deemed waived. If the default is one which cannot be reasonably cured within 30 days and if the alleged defaulting party shall commence curing the same within such 30-day period and thereafter diligently proceed obtain cure of the default, the said 30-day period shall be extended for such time as is reasonably necessary for the curing of the same. So long as the defaulting party diligently proceeds therewith, if such default is cured within such extended period, the default shall be deemed waived.

If and when any default occurs and not be cured as set forth in this Agreement, the non-defaulting party may, at its option: (1) seek injunctive relief compelling the alleged defaulting to perform its obligations under this Agreement; (2) pursue all other rights and remedies that may be available by law or equity, including suit for accounting or damages; or, (3) terminate this Agreement by giving written notice of termination to the alleged defaulting party.

- 15.2 *Legal Fees and Costs.* If either Party institutes legal proceedings against the other Party relating to a default under this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment all expenses of such legal proceedings incurred by the prevailing party, including court costs, reasonable attorneys' fees, and witness fees in connection therewith.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement, by and between Homewood and Flossmoor
have executed this Agreement as dated below by each Mayor:

VILLAGE OF FLOSSMOOR

By: _____
Mayor

Attest:

Village Clerk

VILLAGE OF HOMEWOOD

By: _____
Village President

Attest:

Village Clerk

WATER SALE AND PURCHASE AGREEMENT
BETWEEN THE CITY OF CHICAGO HEIGHTS, ILLINOIS
AND THE VILLAGE OF HOMEWOOD, ILLINOIS

This Agreement is made on the date hereinafter set forth, by and between the VILLAGE OF HOMEWOOD, an Illinois municipal corporation, by its duly authorized Board of Trustees and its Village President (hereinafter referred to as "VILLAGE") and the CITY OF CHICAGO HEIGHTS, an Illinois municipal corporation, by its duly authorized City Council and its Mayor (hereinafter referred to as the "CITY") (VILLAGE and the CITY together hereinafter referred to as the "Parties" or alone as a "Party").

WHEREAS, the VILLAGE is a municipal corporation, organized and existing under and by virtue of the laws of the State of Illinois, and

WHEREAS, the VILLAGE needs an adequate supply of potable water to serve its residents, businesses, and industries, as well as other water users herein defined; and

WHEREAS, the CITY anticipates it will be able to supply during normal times all the potable water that the VILLAGE should need or desire; and

WHEREAS, the VILLAGE is authorized by law to enter into contracts for a term of 25 years to buy water; and

WHEREAS, the VILLAGE needs a water purchase agreement which will provide an adequate supply of potable water in order to serve its water users. It is agreed and understood that the VILLAGE's water users shall include residential, commercial, and industrial consumers located within the territorial limits of the VILLAGE, as well as other municipal customers approved by the CITY; and

WHEREAS, the CITY is a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois; and

WHEREAS, the CITY is currently a wholesale purchaser of potable water under a contract with the City of Hammond, located in Hammond, Indiana which owns and operates a complete water works system via the Hammond Water Works Department providing intake, treatment, and transmission of Lake Michigan Water; and

WHEREAS, the CITY is authorized by law to enter into contracts for a term of 25 years; and,

WHEREAS, the VILLAGE desires to obtain a supply of potable water from the CITY in order to provide reliable, adequate supplies of potable water on an economical and efficient basis for the VILLAGE's water users; and

WHEREAS, the CITY deems itself able to so deliver and sell potable water in amounts herein described to the VILLAGE from water mains presently in place and used by the CITY to an existing "Point of Delivery"; and

WHEREAS, the CITY and VILLAGE have determined that it is necessary and in their best interests for the CITY to contract with VILLAGE to supply its potable water.

NOW, THEREFORE, the VILLAGE OF HOMEWOOD, ILLINOIS, and the CITY OF CHICAGO HEIGHTS, ILLINOIS, do agree as follows:

DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

Point of Connection - The intersection between the existing 36-inch Chicago Heights water main and the new 30-inch diameter water transmission main to be constructed by the Village of Homewood to tap into the existing Chicago Heights main. The Point of Connection is located generally on the east side of Indiana Avenue/Glenwood-Thornton Road at 183rd Street on the border of Thornton and Glenwood.

Point of Delivery - The location approximately 2,000 feet west of the Point of Connection where the measuring devices described in Article IV are installed.

Hammond - The City of Hammond, Indiana and the Hammond Water Works Department, its municipally-owned utility.

Rate of Withdrawal - The average daily usage by the VILLAGE and its approved municipal customer(s) each respective month, divided by twenty-four (24) hours for each day.

Peak Hours - 6:00 a.m. to 10:00 p.m.

Off-Peak Hours - 10:00 p.m. to 6:00 a.m. the following day.

Hammond Water Base Rate - The cost per 1,000 gallons charged to Chicago Heights by Hammond for water sold by Chicago Heights to Homewood.

Chicago Heights Delivery Rate - The cost per 1,000 gallons charged by Chicago Heights to Homewood for delivery of water to Homewood.

Total Base Rate – The sum of the Hammond Water Base Rate and the Chicago Heights Delivery Rate.

ARTICLE I - SERVICE TO BE FURNISHED

101 Purchase and Sale

CITY agrees to furnish and deliver potable water to the VILLAGE and the VILLAGE agrees to purchase potable water from CITY under the terms agreed to herein, at the Point of Delivery in the Village of Thornton, Illinois. The parties agree and understand that while CITY is, at the inception of this Agreement, not the sole source provider of water to the VILLAGE, upon commencement of delivery of water the CITY shall be the sole source provider of water to the VILLAGE, subject to exceptions set forth below.

102 Maintenance and Capacity

(a) CITY shall maintain the capacity necessary to supply the VILLAGE's potable water needs through its water supply agreement with Hammond. CITY shall at its sole cost and expense maintain in good working condition its existing 36-inch water supply main and related pumps, storage facilities, valves, and related equipment used to supply water from Hammond.

(b) CITY shall furnish and sell potable water to the VILLAGE during the Term of this Agreement and agrees to supply the potable water to the VILLAGE as required under this Agreement to the extent that water is available to the CITY for such purpose.

(c) The VILLAGE acknowledges that it is familiar with the terms and conditions of the supply of potable water available to the CITY in its purchase agreement with HAMMOND. A copy of the CITY's agreement with Hammond is attached to this Agreement as Exhibit A. CITY agrees that it will not take any intentional action to reduce the amount of potable water available to CITY for resale to the VILLAGE under this Agreement or under any agreement for potable water that the CITY may enter into from time to time. The VILLAGE agrees that it will not, through any act or omission, cause CITY to be in breach of this Agreement.

(d) CITY represents that:

(1) Subject to approval of its City Council and Mayor, CITY has the right to enter into and carry out all the terms and conditions of this Agreement during its full term;

(2) This Agreement is valid and binding upon CITY; and

(3) CITY presently has the right to obtain sufficient potable water from HAMMOND for the purpose of reselling same to the VILLAGE during the entire term of this Agreement in order to furnish the quantities of potable water from the City of Hammond required under this Agreement, and CITY warrants that it will secure adequate quantities of potable water under any future contracts it may enter for purposes of supplying VILLAGE water under this agreement.

ARTICLE II - QUANTITIES OF WATER

201 Quantities of Water to be Furnished

CITY agrees to furnish and deliver to the VILLAGE quantities of potable water as provided in this Agreement to enable it to supply potable water for the VILLAGE.

202 State Water Allocations

(a) The quantities of potable water supplied to the VILLAGE by the CITY pursuant to Section 201, and the VILLAGE's use of that potable water, shall, on an annual basis, not exceed the total of the annual Illinois Department of Natural Resources (IDNR) Water Allocations, including any allowable excess, in effect from time to time for the VILLAGE. VILLAGE may sell water outside of its territorial boundaries from time to time, provided Homewood's water usage does not exceed its State IDNR allowance (including allowable excesses) and is otherwise in compliance with the CITY contract with its supplier, and with the CITY's consent, which shall not be unreasonably withheld. VILLAGE may not sell water to any of CITY'S customers listed on Exhibit B.

(b) The VILLAGE shall keep on file with the CITY a current list of the IDNR Water Allocation in effect for the VILLAGE. It is agreed and understood that it is the VILLAGE's sole responsibility to ensure that the VILLAGE complies with its IDNR Water Allocation as mandated by the State of Illinois.

203 Emergency

(a) If for any reason, including emergency failure or malfunction in the CITY's or its supplier's water distribution systems, the CITY is unable to furnish the quantities of potable water to be furnished from time to time to the VILLAGE, then CITY and its supplier shall use reasonable due diligence during any such occurrence to provide potable water (insofar as practicable) to the VILLAGE; pursuant thereto, CITY shall immediately request that its water supplier promptly take such actions, including making and expediting repairs or adjustments as are necessary to restore delivery to the VILLAGE of the potable water to be furnished from time to time under this Agreement.

(b) CITY shall, as soon as reasonably possible under the circumstances, give the VILLAGE notice of leaks, malfunctions, or any other unplanned conditions that might impact the CITY's ability to provide all VILLAGE's potable water needs or otherwise cause the CITY to temporarily shut down any portion of its supply source for potable water sold to the VILLAGE for a period of more than two (2) hours. The notice shall include the nature of the problem, the CITY's plan to respond to the problem, and any known and estimated timelines for resolving the problem. CITY recognizes and agrees that notice to the VILLAGE pursuant to this paragraph is crucial to the public health and safety as it allows the VILLAGE to begin preparations that may be necessary to insure adequate water capacity, including but not limited to: (1) notification to its water users; (2) placing limitations on water usage; (3) increasing its storage; (4) notification of neighboring municipalities with whom VILLAGE has emergency cross connections and the preparation for the potential need to open and operate such emergency cross connections.

(c) CITY shall provide VILLAGE at least 14 days written notice of any planned maintenance and repair activities which will result in removing from service any portion of the water main, pumps, or storage facilities by which CITY obtains the supply of water sold to VILLAGE for a period of two (2) hours or more. The notice shall include the nature of the planned work being performed, identify the equipment or items being removed from service, and advise of the time for which the equipment is estimated to remain off-line.

204 City as Village's Exclusive Water Vendor.

Subject to the provisions of Section 203 above, the VILLAGE shall purchase its potable water supply exclusively from the CITY, to the exclusion of all other water vendors except in the event of an emergency that precludes the CITY from meeting its water delivery obligations to the VILLAGE hereunder. The CITY shall advise the VILLAGE as soon as reasonably possible under the circumstances should such an emergency arise. The CITY shall also advise the VILLAGE once the emergency has been resolved and CITY delivery resumed, at which time delivery from an emergency source to the VILLAGE shall cease.

205 Sale of Water by Village

(a) VILLAGE is hereby authorized by CITY to resell water to the Village of Flossmoor. If VILLAGE contracts to resell water to the Village of Flossmoor, the water quantity limitations in paragraph 202(a) shall include the Village of Flossmoor's annual Illinois Department of Natural Resources (IDNR) Water Allocation.

(b) CITY understands that VILLAGE now has, or in the future may have, cross-connections between its waterworks system and those of other communities, and may from time to time hereafter relocate, add, or delete such connections. CITY further

understands that the purpose thereof is to enable VILLAGE to engage in mutual assistance programs with such municipalities, to furnish water or to receive water from the same in an emergency. Nothing herein shall be construed to limit the VILLAGE's right to engage in such mutual assistance programs.

(c) At such time as territory is annexed to VILLAGE, consumers within such territory may be sold water hereunder.

(d) At such time as territory is detached from VILLAGE and annexed to another municipality, VILLAGE may continue to sell water to consumers located in such territory until the right of such consumers to purchase water from VILLAGE is terminated as provided in Section 7-1-37 of the Illinois Municipal Code (65 ILCS 5/7-1-37) or as such statute may be amended.

(e) At such time as territory is detached from VILLAGE but not annexed to another municipality, VILLAGE may, in its discretion, continue to sell water to consumers located in such territory.

ARTICLE III - DELIVERY AND STORAGE

301 Point of Delivery

Water shall be deemed delivered to Homewood at the Point of Delivery.

302 Village-Owned Water Facilities

The VILLAGE shall provide, operate, maintain, repair, replace, improve and expand transmission mains, pumps, appurtenance and any other necessary equipment, on its distribution system that it either now has or is in the process of providing, and any other necessary equipment to ensure itself that it can receive and distribute the potable water to be furnished from time to time under this Agreement.

303 Commencement of Delivery

The delivery of potable water by CITY under the terms of this Agreement shall commence no later than December 31, 2022.

304 Rate of Withdrawal

The potable water to be furnished from time to time under this Agreement shall be withdrawn at the Point of Delivery on an hourly even flow basis. The VILLAGE may exceed the Rate of Withdrawal only with the consent of CITY during Peak Hours. The VILLAGE may exceed the Rate of Withdrawal during Off-Peak Hours, subject to Section 307. The Parties agree that CITY shall have the right to restrict the supply of water to the VILLAGE in the same manner that it restricts the supply available to other

customers and to its residents in order to ensure an adequate supply to all purchasers of the CITY for public health and fire protection.

305 Pressure

(a) The VILLAGE further agrees to operate its supply system so that normally all water supplied by CITY will pass through ground-storage tanks prior to being pumped to the VILLAGE's distribution system. No direct pumpage from the CITY's supply or supply lines or shall be utilized by the VILLAGE at any time except at such times when it is necessary to take the tanks out of service for maintenance, repairs and painting and then only after receiving the approval of the CITY in writing. This paragraph does not apply to emergency situations. It is understood and agreed that an emergency is not defined as a peak demand hour or day.

(b) The VILLAGE shall accept potable water at the Point of Delivery at the pressure that exists in the main of the CITY at such point. The intent of CITY is that the CITY is to maintain pressure satisfactory for its own potable water users in the immediate area of the Point of Delivery, these pressures therefore being available for the service to the VILLAGE. CITY shall furnish potable water to the VILLAGE at a minimum of 35 P.S.I.

In the event that the VILLAGE desires to construct additional facilities to carry the potable water from the Point of Delivery and/or from some other point or points to and through its own distribution system to serve its customers, all such extensions, pumps, equipment and system shall be furnished, installed, operated and maintained by the VILLAGE. CITY shall not have control, responsibility, or any duty to maintain any such equipment or system.

The CITY shall in no event be responsible to the VILLAGE or any of its residents or water users, nor shall any right of action arise or exist against the CITY in favor of the VILLAGE or any of its residents or water users by reason of variations in the main pressure at the point of delivery of such potable water caused by the VILLAGE, and the VILLAGE shall hold the CITY harmless from and indemnify any and all claims relating to main pressure at the point of delivery of such potable water. It is understood and agreed that the VILLAGE shall take the potable water at the Point of Delivery at the water quality as provided in Section 306 and as further defined in Section 304 and Section 307 herein.

306 Water Quality

(a) CITY shall supply the VILLAGE at the Point of Delivery with potable water of a quality commensurate with that furnished by the CITY to its own residential customers within the CITY. At a minimum all potable water furnished to the VILLAGE at the Point of Delivery shall meet all applicable potable water quality standards

established by any Federal or State Environmental Protection agency with jurisdiction over the CITY for public potable water supply.

(b) In the event that the potable water fails to meet the minimum water quality standards at Point of Delivery established by Section 306(a), the CITY shall, after receiving notice, take immediate action to correct any such water quality deficiency.

(c) The CITY shall bear no responsibility for water quality of potable water beyond the Point of Delivery.

(d) The VILLAGE and CITY shall each immediately notify the other as promptly as practicable of any failure of potable water to meet the water quality standards set by the Federal or State Environmental Protection Agency in either Party's system. Notifications under this Section going to either party shall be given directly to the City Council and Mayor of the CITY and Board of Trustees and Village President of the VILLAGE;

(e) The CITY shall not be responsible to the VILLAGE or any of its residents or water users, for any pollution that might exist in the potable water furnished under this Agreement that arises in any distribution system of the VILLAGE. The facilities to prevent pollution that the CITY now uses are, for the purpose of the Agreement, deemed adequate by the Parties. The Parties recognize and acknowledge that currently, (i) the source of water supply is Lake Michigan at the boundary of the City of Hammond, Indiana, with Lake Michigan, (ii) both Parties are familiar with the conditions existing at the source, and (iii) the CITY and VILLAGE are familiar with the method employed by HAMMOND and its water works UTILITY to secure Lake Water, treat it for consumption, and distribute it in its distribution mains.

(f) If the VILLAGE causes any pollution of the water in the system of the CITY, the Parties shall immediately investigate the condition, and the VILLAGE shall immediately remedy and remove any such condition. If the remedying of such VILLAGE caused pollution requires work to be done, by the CITY on the CITY's own system, then the VILLAGE promises and agrees to reimburse and indemnify the CITY directly for such remedial work done and the damages resulting therefrom.

(g) If the CITY causes any pollution of the water in the system of the VILLAGE, the Parties shall immediately investigate the condition, and the CITY shall immediately remedy and remove any such condition. If the remedying of such CITY caused pollution requires work to be done, by the VILLAGE on the VILLAGE'S own system, then the CITY promises and agrees to reimburse and indemnify the VILLAGE directly for such remedial work done and the damages resulting therefrom.

307 Water Storage and Time of Pumpage

(a) The VILLAGE shall provide and maintain at all times during the term of this Agreement water storage of sufficient capacity to store not less than 1.5 times the average daily usage from time to time in effect for the VILLAGE (per IEPA Title 35, Subtitle F, Section 653.110). In the event the VILLAGE's storage capacity falls below this capacity for a reason that is unrelated to the temporary removal of a storage facility for repairs or maintenance, VILLAGE shall construct and provide additional storage that is sufficient to increase its storage to the required amount.

(b) In the event the supply from CITY is, for any reason, temporarily unavailable, the VILLAGE shall utilize its water storage capacity for supply during Peak Hours to minimize strain on the CITY's water system.

308 Territorial Responsibilities

The VILLAGE and the CITY shall furnish, install, operate and maintain their respective equipment and systems located within their territorial boundary limits, except as herein otherwise provided, and the CITY shall in no way, or at no time, be obligated to do, or perform any act inside the VILLAGE limits except as may be provided in Section 306 herein above set out.

ARTICLE IV - MEASUREMENT

401 Point of Delivery

The CITY shall measure the quantity of potable water furnished to the VILLAGE under this Agreement during each hour of each day at the Point of Delivery. The unit of measurement shall be gallons of water, U. S. Standard Liquid Measure, or such other unit of measurement as the Parties may agree in writing.

402 Measuring Devices

(a) The measuring devices, together with a meter housing or other suitable meter enclosure, structure or building to house them, all as described in "Exhibit C" (collectively, the "Devices"), shall be used at the Point of Delivery for the purpose of controlling, measuring, and recording the quantity of potable water furnished under the Agreement and of transmitting and recording pressures and other required operational information to the VILLAGE and CITY. The devices shall be compatible with CITY's SCADA system and shall be capable of reporting said measurements/readings/data as required to CITY. A remote terminal unit (RTU) compatible with the CITY's SCADA system and programmed by CITY's System Integrator shall be provided in the meter enclosure to facilitate communication to CITY's SCADA system. The Devices shall be subject to the approval of the CITY's

engineers. "Exhibit C" shall be a complete set of working drawings of the Devices prepared and provided by the VILLAGE subsequent to the execution of this Agreement and subject to the approval of the CITY Engineer which approval shall not be unreasonably withheld. "Exhibit C" may be amended from time to time by the VILLAGE, only with the prior approval of CITY.

403 Installation and Maintenance of Devices

(a) At the Point of Delivery, the VILLAGE, if required by CITY, will be responsible for the cost and the installation of new meter housing. Said new meter housing shall contain all necessary valves, check valves, special fittings, special castings, drains, suitable entrance to the same, and any other additional equipment and devices to provide a complete installation. All such meters, valves and other appliances, devices and materials shall be subject to the approval of the CITY. All materials for the meter housing, including the equipment located therein, shall be furnished and installed by the VILLAGE subject to the approval of CITY. After installation, the meters shall be maintained, both as to repair and replacement, by the CITY, and the meter housing and other related equipment shall be maintained, both as to repair and replacement, by the VILLAGE. The VILLAGE shall also install such devices as are necessary for CITY to measure water flow and water pressure at the Point of Delivery by telemetry. VILLAGE shall be responsible for all costs and expenses associated with the installation of said meters, meter housing and all appurtenant equipment. Upon completion of the construction and installation of said meters, meter housing and all appurtenant equipment, ownership of the meters shall be vested in the CITY and ownership of the meter housing and all appurtenances and equipment shall be vested in the VILLAGE. The CITY shall then be responsible for the maintenance of the meters and the expenses for such maintenance, and the VILLAGE shall then be responsible for the maintenance of the meter housing and all related appurtenances and the expenses for such maintenance.

(b) Title to all materials, equipment, meters, booster pumps, pump stations, all associated appurtenances, and water lines, including the existing 36-inch main and the new 30-inch main to be constructed by the Village of Homewood and described in Article VII below, up to the Point of Delivery is vested in the CITY. Ownership of the meter housing, and all materials, equipment, water lines, booster pumps, pump stations, and all associated appurtenances beyond the Point of Delivery is vested in the VILLAGE. The VILLAGE shall permit the CITY unfettered access to the meter housing at all times. Once constructed by the VILLAGE, the CITY shall be responsible for the operation, maintenance, repair, and replacement of the water main from Point of Connection to the Point of Delivery.

(c) Prior to beginning construction of the new 30-inch main, the VILLAGE shall provide CITY with a complete set of working drawings, diagrams, and plans for the construction leading to the Point of Delivery. The CITY Engineer shall have the right

to approve same and such approval shall not be unreasonably withheld. Said plans shall also contain the legal descriptions of any easements acquired by the VILLAGE for such purpose. Said drawings, diagrams, plans, and easement descriptions are attached and incorporated as Exhibit D.

(d) The VILLAGE agrees to notify the CITY at least fifteen (15) days before performing any planned installation, repair or replacement of the VILLAGE owned water supply line or related appurtenances. Included with said notice shall be detailed plans of the proposed installation, repair or replacement and the CITY shall have fifteen (15) days after notice to review said plans and specify what, if any, modifications to the plans must be made by the VILLAGE to have the water pipeline and related appurtenances conform to the plans and specifications set forth in "Exhibit B and Exhibit D".

(e) CITY shall have the right during the process of any installation, repair, or replacement of the water supply line, measuring devices, or related equipment, to inspect such work at any time and shall promptly notify the VILLAGE of its findings as to the conformance of the work with the plans and specifications for Devices set forth in "Exhibits C and D".

(f) CITY shall install and implement a fourth pump and permanent generator at the Lansing Pumping station by June 30, 2022.

(g) CITY shall conduct and complete an engineering study to determine the feasibility of installing a second water delivery pipeline beneath the Calumet River. Said study shall be completed by December 31, 2022.

404 Access to Devices

Authorized representatives of the VILLAGE and the CITY shall have access at all reasonable times to all of the Devices for examination, inspection, and testing.

405 Operation, Inspection and Calibration of Devices

The CITY will annually calibrate the accuracy of each of the meters and appurtenant equipment for the purpose of measuring the supply of potable Water furnished under this Agreement. The results of any such inspection and calibration shall be immediately provided to the VILLAGE.

406 Readings

The readings made of the meters for the purpose of billing the VILLAGE shall be made by the CITY on the first business day of every calendar month. CITY shall immediately provide the readings to the VILLAGE.

407 Estimates

The amount of water purchased and sold shall be determined by the meter readings installed at the Point of Delivery, as aforesaid, and the VILLAGE shall pay for water as shown by such readings. In the event that such meter or meters shall become out of repair for a period of ninety (90) days, until such meter(s) are repaired or replaced, then the parties shall compute the water delivered and not metered on a basis of the water readings for the same month of the previous year, and the daily average for such period shall be used as the basis for computing the amount of water delivered and not metered, and the amount to be paid for such unmetered period shall be based upon such computation.

ARTICLE V - WATER RATES

501 Total Base Rate

For the water furnished and delivered by the CITY under this Agreement, the VILLAGE agrees to pay the following Total Base Rate:

Hammond Water Base Rate: \$ 2.05 per 1,000 U.S. gallons;

Chicago Heights Delivery Rate: + \$2.00 per 1,000 U.S. gallons; equals

= Total Base Rate: \$4.05 per 1000 gallons.

502 Rate Modifications

(a) At the time the CITY begins delivering water to the VILLAGE (estimated to be no later than December 31, 2022) the total base rate for water quantity supplied hereunder shall be \$4.05 per one-thousand gallons ("Total Base Rate"). The Total Base Rate excluding any surcharge or tax imposed by a third party pursuant to Section 503 shall be adjusted annually on the anniversary of the commencement of water delivery or January 1, 2023, whichever occurs first, by increasing the Total Base Rate by the increase in the Consumer Price Index – For All Urban Consumers (CPI-U) for the preceding 12-month period ("Adjusted Base Rate"), provided, however that the amount of the annual increase to the Total Base Rate shall not be less than 1 percent (1%) and shall not be more than 3 percent (3%), irrespective of the actual change in the CPI-U. Each annual increase thereafter in the Adjusted Base Rate shall be cumulative of the preceding annual increase.

(b) The CITY shall give VILLAGE annual written notice of any increase in the Rate thirty (30) days prior to the effective date of the modification of the Total Base Rate.

(c) The VILLAGE agrees that, with respect to any future rate adjustments imposed by a third party, including, but not limited to, modifications of the Hammond Water Base Rate, in the event any approval is required by law, that the VILLAGE will, without objection, join any petition, rate schedule, tariff, or other documents or proceedings which may be necessary to be filed with any public body. Further, the VILLAGE agrees to abide by such adjusted rate and to pay same.

503 Surcharge or Tax

No surcharge fee or tax shall be added to the Hammond Water Base Rate or Chicago Heights Delivery Rate provided for in this Agreement by CITY. Except that, in the event that a tax or other fee is imposed on the CITY by a third-party government authority with respect to its sale of potable water under this Agreement, such tax or fee will immediately be added to the then current Hammond Water Base Rate and/or Chicago Heights Delivery Rate charged to the VILLAGE.

504 Customer Charges

The CITY shall have no right to determine charges for potable water furnished by VILLAGE to its water users.

ARTICLE VI - BILLING

601 Frequency

(a) The CITY shall bill the VILLAGE each month for the water used each month and the VILLAGE promises to pay such statement in full without discount within thirty (30) days after the receipt of such bill. Late Charges shall be assessed against the VILLAGE at 5% of the past due amount.

(b) In the event the CITY shall be required to alter, amend or establish a new rules or rules, by order of the State of Illinois, or by law, then the existing rules of the CITY and such alterations, amendments, or new rules, shall apply and govern the parties hereto.

(c) The VILLAGE agrees to budget annually sufficient money to pay for the water furnished by CITY hereunder. The VILLAGE further agrees that it will at all times charge its water users sufficient rates in order to provide adequate funds for the payment of water furnished by CITY.

(d) In the event the VILLAGE shall not pay its water bill on time, then to secure prompt payment of the water bills, CITY shall also have the right at any time to require the VILLAGE to pay in advance a sum of money estimated by the CITY Treasurer to be equal to the cost of water required by the VILLAGE for a period of

ninety (90) days at the then-prevailing metered rate, which said advance payment the VILLAGE hereby agrees to make upon written demand

(e) If the VILLAGE shall refuse, neglect or fail to pay promptly the water bills rendered for the potable water supplied it hereunder within the time or times prescribed herein, and the CITY shall deliver by mail to the VILLAGE's Board of Trustees Office a notice in writing of its intention to shut off the supply of Lake Water on account of such failure, refusal or neglect, then CITY shall have the right to shut off the supply at the expiration of fifteen (15) days after the giving of such notice, and to terminate this agreement unless within such fifteen (15) days, the VILLAGE shall make good such failure. The shutting off of the supply of Potable Water for any such cause shall not release the VILLAGE from its obligation to make payments of any amount or amounts due or to become due in accordance with the terms hereof.

602 Basis

Bills shall be based on readings of the Devices at the Point of Delivery, subject to the terms of Section 407 above.

603 Form

(a) Each bill shall indicate the total amount of potable water delivered as evidenced by the readings of the meters at the beginning and end of each billing period.

(b) Each bill shall specify the basic charge per unit of potable water furnished and such adjustments, if any, as are applicable.

ARTICLE VII -CONSTRUCTION BY THE VILLAGE

(a) Immediately after the effective date of this Agreement, the VILLAGE will take such steps as are necessary to construct a thirty (30) inch diameter water transmission main and all related appurtenances necessary from the Point of Connection to the Point of Delivery and transport said water to its reservoir, said reservoir, water main, and appurtenances and the locations of same as described on Exhibit D attached hereto.

(b) In addition to the above construction, the VILLAGE shall also simultaneously construct a meter housing at the said Point of Delivery.

(c) The plans, specifications, bid documents, contracts, construction documents, and construction observation of the water main and meter housing to be constructed by the VILLAGE shall be prepared by the engineering firm as directed by the VILLAGE. The plans, specifications, and bid documents for the meter housing will be subject to prior approval by the CITY'S Engineer. All improvements constructed under this section when installed shall be sufficient to comply with the intent of this Agreement.

(d) During any construction by the VILLAGE, the CITY may have its Engineer present on the job site to make recommendations and to observe the construction.

(e) The CITY and VILLAGE agree that the work as shown on the approved plans is acceptable.

(f) All construction, engineering, and real property acquisition costs required of the VILLAGE by this Article VII shall be at the VILLAGE's expense. All engineering or plan review costs undertaken by the CITY shall be at the CITY's expense.

(g) VILLAGE shall obtain a permanent easement for location of the new 30-inch transmission main, naming VILLAGE and CITY as grantees. VILLAGE also shall obtain temporary easements required for construction of the new 30-inch main described in Exhibit D, or as otherwise required by final engineering plans approved by CITY, naming the VILLAGE as grantee. CITY will not be required to provide water or make any other improvements hereunder until such time as the easements are obtained.

(h) VILLAGE shall also be required to obtain permits from all applicable federal, state, and local authorities having jurisdiction over the construction of any of the improvements set forth in Exhibit D or as otherwise required in the final engineering plans approved by CITY.

(i) Immediately after the effective date of this Agreement, the VILLAGE will take such steps as are necessary to construct internal water system improvements sufficient to comply with the intent of this Agreement.

(j) Any specifications for improvements to be constructed by the VILLAGE under this Agreement shall be under the VILLAGE's control. All such improvements, when completed, shall be sufficient to comply with the intent of this Agreement.

ARTICLE VIII - TERM AND STANDARD CONDITIONS

801 Term

This Agreement shall expire twenty-five (25) years from the commencement of water delivery.

802 Assignment

The payments due to CITY from the VILLAGE pursuant to this Agreement shall be assignable by the CITY without the prior written consent of or notice to the VILLAGE. In regard to any assignment, novation, or transfer of the CITY's rights and obligations to VILLAGE hereunder, the CITY shall provide VILLAGE with no less than 60 days advance notice of the effective date of such assignment, novation, or transfer.

803 Title to Water

Title to all potable water supplied under this Agreement shall remain in CITY to the Point of Delivery, and upon passing the Point of Delivery, title to the potable water shall pass to the VILLAGE.

804 Amendment

This Agreement may be amended only by a written agreement between the Parties hereto.

805 Notices

All notices under this Agreement shall be in writing either delivered or mailed, certified mail return receipt requested, to the CITY at:

Office of the Mayor
The City of Chicago Heights, Illinois
1601 Chicago Road
Chicago Heights, Illinois 60411

and to VILLAGE at:

Village President
Village of Homewood
2020 Chestnut Road
Homewood, Illinois 60430

With copies to:

Christopher J. Cummings
Village Attorney
2024 Hickory Road Suite#205
Homewood, IL 60430

and

Village Manager
2020 Chestnut Road
Homewood, IL 60430

or at such other address as such party by written notice may designate and shall be deemed given when so delivered.

806 Indemnification

The CITY shall not be responsible for damages to person or property for any failure to supply water or for interruption of the potable water supply furnished hereunder.

The VILLAGE agrees to hold harmless and indemnify CITY against any and all claims for losses, liability or damage, including fees and expenses, arising out of or in connection with any intentional, willful or negligent actions or omissions of the VILLAGE, and the VILLAGE hereby assumes all risks of loss, damage or injury to person or property, in the distribution of said potable water after received at the Point of Delivery.

The CITY agrees to hold harmless and indemnify VILLAGE against any and all claims for losses, liability, or damage, including fees and expenses, arising out of or in connection with any intentional, willful, or negligent actions or omissions of the CITY.

The VILLAGE further agrees to hold harmless and indemnify the CITY against all claims for any dispute, loss, damage, or injury sustained, of any kind, nature or description, including attorneys fees and expenses incurred by the CITY by reason of any claims made against the CITY by residents or Authorized Users of the VILLAGE, relating to the CITY's furnishing potable water to the VILLAGE under this Agreement.

807 Miscellaneous

(a) This Agreement supersedes all prior negotiations or understandings and is the whole agreement of the parties. There are no other oral or written agreements concerning the subject of this Agreement.

(b) The provisions of this Agreement shall be interpreted when possible in a manner to sustain their legality and enforceability. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in another situation or the remaining provisions of this Agreement. If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent possible.

(c) This Agreement is performed in the State of Illinois and is to be construed under applicable Illinois law which shall apply to its enforcement, construction, and interpretation.

(d) The parties stipulate that the sales under this Agreement constitute wholesale sales between Illinois municipalities. By executing this Agreement, neither party acquiesces that the rights and obligations contained within this Agreement are subject to the interpretation, enforcement, or jurisdiction of any administrative agency.

(e) In the event of need for enforcement or interpretation of any provision in this agreement, the parties agree that the Federal and State Courts located in the State of Illinois shall have exclusive jurisdiction. However, in the event that CITY requests that the VILLAGE cooperate and assist CITY in any proceeding before any other regulatory body, then the VILLAGE agrees to cooperate or assist the CITY as requested.

(f) In the event any statute, either of the United States, the State of Illinois, or any rule is subsequently promulgated by any governmental agency of the United States or the State of Illinois, binding upon CITY, and solely by reason thereof, CITY shall not be permitted to deliver water to the VILLAGE, as provided for in this contract, then this contract may be cancelled by CITY without any liability to the CITY. However, in the event of same, VILLAGE shall have four (4) years to find an alternative water source and the CITY shall continue to provide water to VILLAGE under the terms herein to the extent permitted by law.

(g) Further, should any law, rule or regulation be passed and adopted by any governmental agency binding on the CITY as to the grade of water to be furnished, or its distribution, then the VILLAGE agrees that when the CITY delivers water in compliance with such law, rule or regulation, that it has completed the obligation on its part to be performed under this Agreement.

(h) In the event that the VILLAGE shall desire, at the expiration of this Agreement, to continue to purchase potable water from CITY, it shall twelve (12) months before the expiration of this contract so notify CITY, and, if CITY desires to continue to sell, and if and only if, the parties hereto agree to the terms and conditions of a new Purchase Agreement, including a new base rate, before the expiration of this Agreement, shall CITY be obligated to continue to supply potable water to the VILLAGE and its water users beyond the expiration of this Agreement. If VILLAGE decides not to negotiate a new Purchase Agreement, or if the VILLAGE and CITY fail to agree on a new Purchase Agreement, the VILLAGE shall have four (4) years from the current contract expiration date to identify and connect to a new water source. During this four year period, the CITY shall continue to provide water to the VILLAGE under the terms in effect at the contract expiration date, subject to approval by HAMMOND, and further subject to a new "Hammond Base Rate" as may be imposed upon the CITY by HAMMOND pursuant to the contract between HAMMOND and CITY at that time.

(i) This Agreement may be canceled by CITY in the event a court of competent jurisdiction or a governmental agency: (1) decrees that CITY has no right to contract for, sell, or distribute potable water; (2) limits the amount of potable water CITY may use for domestic pumpage or otherwise places a material burden on CITY in connection with the provision of water; or (3) limits disposition of water from Lake Michigan or any other source providing water to the CITY from time to time.

(j) The CITY shall form a Wholesale Customer Water Committee within one year of water delivery under this agreement. Said Committee shall be advisory in nature and shall be comprised of up to two representatives from each of CITY's wholesale municipal customers. The purpose of said Committee shall be to serve as a basis for discussion of the water system operations, concerns, capital improvements, and issues relevant to same.

(k) The authority of the officials of the VILLAGE to execute this Agreement is evidenced by the authority of the Village President and Board of Trustees of the Village of Homewood given by the attached Ordinance adopted at a regular meeting held on the 28th day of July, 2020.

(l) The authority of the officials of the CITY to execute this Agreement is evidenced by the Resolution adopted by the CITY OF CHICAGO HEIGHTS, ILLINOIS, at a regular meeting of its Mayor and City Council duly held on the _____ day of _____, 2020.

(m) The CITY agrees to appropriate annually sufficient money to pay for water furnished by HAMMOND. The CITY further agrees that it will at all times charge its water users sufficient rates in order to provide adequate funds for the payment of the water furnished by HAMMOND.

(n) The CITY agrees to appropriate annually sufficient money to pay for the maintenance and repair of its water system up to the Point of Delivery.

(o) If the CITY is in arrears with its payments to HAMMOND for more than six (6) months, VILLAGE shall have the right to pay HAMMOND'S Water Base Rate directly to HAMMOND for water sold to VILLAGE by CITY until such time that the CITY's arrearage to HAMMOND is paid in full.

(p) If the CITY does not repair damage to its water system within a reasonable time so that it will function as required under the agreement, VILLAGE shall have the option to make repairs to the CITY water system necessary to restore functionality. CITY shall reimburse VILLAGE for the reasonable cost of repair. If CITY fails to reimburse VILLAGE for the reasonable cost of repair, VILLAGE may deduct those reasonable repair costs from the water billing to VILLAGE by CITY. Such deductions for such purpose shall not be a default under this Agreement.

(q) Upon receiving payment from VILLAGE, CITY shall promptly pay to HAMMOND that portion of VILLAGE'S payment attributable to the HAMMOND Water Base Rate charge. CITY shall, upon request, provide proof of such payments to VILLAGE.

(r) CITY shall annually provide VILLAGE a copy of its audit report prepared in compliance with the Illinois Municipal Auditing Law (65 ILCS 5/8-8-1 *et seq.*) within 180 days of its fiscal year end.

(s) The CITY and VILLAGE shall each notify and keep the other informed of the name of the individuals(s) in charge of operations of its respective water system.

ARTICLE IX - ADDITIONAL TERMS

901 Village Remedies Upon City Default

The CITY shall be in default of this Agreement if the CITY fails to perform or observe any covenant, duty, or obligation of this Agreement within 30 days after receipt of written notice thereof from the VILLAGE (which written notice shall specifically describe the covenant, duty, or obligation which the other party has allegedly failed or refused to perform or observe). If such default is cured by or on behalf of the CITY within such 30-day period, the default shall be deemed waived. If the default is one which cannot be reasonably cured within 30 days and if the CITY shall commence curing the same within such 30-day period and thereafter diligently proceed obtain cure of the default, the said 30-day period shall be extended for such time as is reasonably necessary for the curing of the same. So long as the defaulting party diligently proceeds therewith, if such default is cured within such extended period, the default shall be deemed waived.

If and when any Default by the CITY shall occur, and not be cured as set forth in this Agreement, the VILLAGE may, at its option, (1) seek injunctive relief compelling the CITY to perform its obligations under this Agreement; (2) pursue all other rights and remedies that may be available by law or equity, including suit for accounting or damages; or (3) terminate this Agreement by giving written notice of termination to CITY.

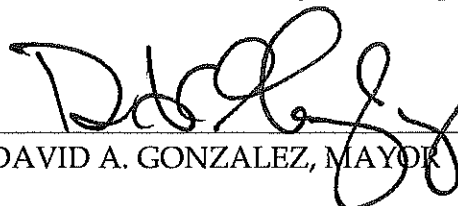
902 Legal Fees and Costs

If either Party institutes legal proceedings against the other Party relating to a default under this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment all expenses of such legal proceedings incurred by the prevailing party, including court costs, reasonable attorneys' fees, and witness fees in connection therewith.


SIGNATURE PAGE FOLLOWS

IN WITNESS this Agreement, the CITY and VILLAGE have executed this Agreement as dated below by each Mayor:

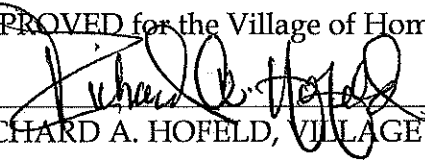
APPROVED for the City of Chicago Heights:


 DAVID A. GONZALEZ, MAYOR Date: 8/5/20

Attest:


 LORI WILCOX, CITY CLERK Date: 8-5-20

APPROVED for the Village of Homewood:


 RICHARD A. HOFELD, VILLAGE PRESIDENT Date: 7/28/2020

Attest:


 MARILYN THOMAS VILLAGE CLERK Date: 7-28-20

EXHIBIT INDEX

Exhibit A: CITY's 2013 Water Supply Agreement with Hammond; the CITY's 2018 Contract with Hammond for additional water supply; and, the 1st Amendment to the CITY's 2018 Contract with Hammond for Additional water supply; and the 2nd Amendment to the CITY's 2018 Contract with Hammond for Additional Water Supply.

Exhibit B: List of CITY customers to which water sales are prohibited.

Exhibit C: Complete set of working drawings of measuring devices and pertinent equipment.

Exhibit D: Complete set of working drawings, plans, diagrams, and easements for the new 30-inch diameter water transmission main to be constructed by the VILLAGE.

EXHIBIT A

City of Chicago Heights 2013 Water Supply Agreement with Hammond; the City of Chicago Heights 2018 Contract with Hammond for additional water supply; and, the 1st and 2nd Amendments to the City of Chicago Heights 2018 Contract with Hammond for Additional water supply.

(to be added)

EXHIBIT B

List of Chicago Heights municipal customers to which water sales are prohibited:

South Chicago Heights

Glenwood

Thornton

Ford Heights

Sauk Village

EXHIBIT C

Complete set of working drawings of measuring devices and pertinent equipment.

TO COME

EXHIBIT D

Complete set of working drawings, plans, diagrams, and easements for the new 30-inch diameter water transmission main to be constructed by Homewood.

TO COME

Exhibit B

Complete set of working drawings of the Devices prepared and provided to each other subsequent to the execution of this Agreement.

TO COME

**PURCHASE AGREEMENT BETWEEN THE
CITY OF CHICAGO HEIGHTS, ILLINOIS AND THE
CIVIL CITY OF HAMMOND, INDIANA**

This Agreement is made on the date hereinafter set forth, by and between the CIVIL CITY OF HAMMOND, INDIANA, a municipal corporation, by its duly authorized Board of Public Works and Safety and its Mayor (hereinafter referred to as "HAMMOND") and the CITY OF CHICAGO HEIGHTS, ILLINOIS, a municipal corporation, by its duly authorized City Council and its Mayor (hereinafter referred to as the "CITY") (HAMMOND and the CITY together hereinafter referred to as the "Parties" or alone as a "Party").

WHEREAS, the CITY is a municipal corporation, organized and existing under and by virtue of the laws of the State of Illinois, and

WHEREAS, the CITY needs an adequate supply of potable Lake Michigan water ("Lake Water") to serve its residents, businesses and industries, as well as other water users herein defined; and

WHEREAS, HAMMOND anticipates it will be able to supply during normal times all the Lake Water that the CITY should need or desire, as well as most if not all said Lake Water the CITY may need during peak demand times; and

WHEREAS, the CITY represents that it has received an allocation of Lake Water by the State of Illinois pursuant to the Level of Lake Michigan Act, as now or hereafter amended or replaced (The "State Water Allocation") Ill. Rev. Stat. CH. 19, 119 *et seq.*; and

EXHIBIT
A-2

WHEREAS, the CITY is authorized by law to enter into contracts for a term of 20 years to buy water; and

WHEREAS, the CITY needs a water purchase agreement which will provide an adequate supply of Lake Water in order to serve its water users. It is agreed and understood that the CITY's water users shall include residential, commercial and industrial consumers located within the territorial city limits of the CITY as well as any authorized water users either named in the "LIST OF AUTHORIZED WATER USERS OUTSIDE OF CITY'S LIMITS" (attached hereto as Exhibit A) or subsequently added with the written consent of HAMMOND ("Authorized Water Users"); and

WHEREAS, HAMMOND is a municipal corporation organized and existing under and by virtue of the laws of the State of Indiana; and

WHEREAS, HAMMOND is a wholesale purchaser of Lake Water under a contract with the Hammond Water Works Department, located in Hammond, Indiana (hereinafter referred to as "UTILITY"). The UTILITY owns and operates a complete water works system providing intake, treatment, and transmission of Lake Water and is a separate municipal entity from HAMMOND; and

WHEREAS, HAMMOND is authorized by law to enter into contracts for a term of twenty (20) years to purchase at wholesale and to resell water at a point of delivery within its city limits to municipal water suppliers located outside the State of Indiana; and

WHEREAS, the CITY desires to obtain a supply of Lake Water from HAMMOND in order to provide reliable, adequate supplies of Lake Water on an economical and efficient basis for the CITY's water users; and

WHEREAS, HAMMOND deems itself able to so deliver and sell Lake Water in amounts herein described to the CITY on the Indiana side of the State Line between Indiana and Illinois from water mains presently in place and used by the UTILITY (referred to herein as the "Point of Delivery"); and

WHEREAS, the CITY and HAMMOND have determined that it is necessary and in their best interests for the CITY to contract with HAMMOND for a supply of Lake Water;

NOW, THEREFORE, the CIVIL CITY OF HAMMOND, INDIANA, and the CITY OF CHICAGO HEIGHTS, ILLINOIS, do agree as follows:

ARTICLE I - SERVICE TO BE FURNISHED

101 Purchase and Sale

Subject to any limitation contained hereafter, HAMMOND agrees to furnish and deliver Lake Water to the CITY and the CITY agrees to purchase Lake Water from HAMMOND under the terms agreed to herein, at the Point of Delivery in the City of Hammond, Indiana. However, the parties agree and understand that while HAMMOND is at the inception of this Agreement the sole source provider of water to the CITY, the CITY may explore other sources of water during the term of this Agreement and that the CITY is not obligated by this Agreement to purchase a minimum amount of water from HAMMOND.

102 Maintenance and Capacity

- (a) HAMMOND shall maintain the capacity through its water supply agreement with the UTILITY to supply the Lake Water to be furnished to the CITY from time to time and subject to the limitations under this Agreement.
- (b) HAMMOND shall furnish and sell Lake Water to the CITY during the Term as provided in this Agreement. HAMMOND agrees to take reasonable steps to supply the Lake Water to the CITY as required under this Agreement to the extent that water is available to HAMMOND for such purpose.
- (c) The CITY acknowledges that it is familiar with the terms and conditions of the supply of Lake Water available to HAMMOND in its purchase agreement with the UTILITY. HAMMOND agrees that it will not take any intentional action to reduce the amount of Lake Water available to HAMMOND for resale to the CITY under this Agreement. The CITY agrees that it will not through any act or omission cause HAMMOND to be in breach of this Agreement.
- (d) HAMMOND represents that:
- (1) Subject to approval of its Board of Public Works and Safety and Mayor, HAMMOND has the right to enter into and carry out all the terms and conditions of this Agreement during its full term;
 - (2) This Agreement is valid and binding upon HAMMOND; and
 - (3) HAMMOND presently has the right to obtain sufficient Lake Water from the UTILITY for the purpose of reselling same to the CITY in order to furnish the quantities of Lake Water to be furnished from time to time to the CITY under this Agreement.

ARTICLE II - QUANTITIES OF WATER

201 Quantities of Water to be Furnished

HAMMOND agrees to furnish and deliver to the CITY quantities of Lake Water as provided and limited in this Agreement to enable it to supply Lake Water for the CITY.

202 State Water Allocations

(a) The quantities of Lake Water supplied to the CITY by HAMMOND pursuant to Section 201, and the CITY's use of that Lake Water, shall, on an annual basis, not exceed the total of the annual State Water Allocations, including any allowable excess, in effect from time to time for the CITY and for each of the CITY's Authorized Water Users.

(b) The CITY shall keep on file with the UTILITY a current list of the State Water Allocations in effect for the CITY and each of its Authorized Water Users, as applicable. It is agreed and understood that it is the CITY's sole responsibility to ensure that the CITY and all of its Authorized Water Users comply with their respective State Water Allocations as mandated by the State of Illinois.

203 Emergency

(a) If for any reason, including emergency failure or malfunction in the UTILITY'S water distribution system or water supply system, HAMMOND is unable to furnish the quantities of Lake Water to be furnished from time to time to the CITY, then HAMMOND and the UTILITY shall use reasonable due diligence during any such occurrence to provide Lake Water (insofar as practicable) to the CITY; pursuant thereto HAMMOND shall immediately request the UTILITY to

promptly take such actions, including making and expediting repairs or adjustments, as are necessary to restore delivery to the CITY of the Lake Water to be furnished from time to time under this Agreement.

(b) The CITY may purchase additional water from others in any amount and from any source. The CITY shall during the entire term of this Agreement not be obligated to purchase its entire supply of water from HAMMOND. The City may purchase water from sources or suppliers other than HAMMOND, whether or not HAMMOND is able to meet the CITY'S requirements.

(c) The CITY and HAMMOND shall each notify the other as promptly as practicable of all emergencies, failures, malfunctions or other conditions in its respective system that may directly or indirectly affect the other Party's system.

(d) The CITY and HAMMOND shall each notify and keep the other informed of the name of the individual(s) in charge of operations of its respective system.

ARTICLE III - DELIVERY AND STORAGE

301 Point of Delivery

Lake Water shall be delivered by HAMMOND to the CITY on the Indiana side of the State Line between Illinois and Indiana, from the water mains presently in place and used by the UTILITY.

302 Transmission Facilities

The CITY shall provide, operate, maintain, repair, replace, improve and expand transmission mains, pumps, appurtenance and any other necessary equipment, on its distribution system that it either now has or is in the process of providing, and any other

necessary equipment to insure itself that it can receive and distribute the Lake Water to be furnished from time to time under this Agreement.

303 Commencement of Delivery

The delivery of Lake Water by HAMMOND under the terms of this Agreement shall commence on January 1, 2013.

304 Rate of Withdrawal

The Lake Water to be furnished from time to time under this Agreement shall be withdrawn at the Point of Delivery on an hourly even flow basis. The actual volume of water shall be mathematically determined by an establishment of the average daily usage by the CITY each respective month and then divided by twenty-four (24) hours for each day. The CITY may exceed the withdrawal rate only with the consent of UTILITY at non-off peak hours, or withdraw Lake Water at off-peak hours each calendar day as authorized by Section 307 without consent. The Parties agree that HAMMOND or the UTILITY shall have the right to restrict the supply of water to the CITY in order to ensure an adequate supply to all purchasers of UTILITY water for public health and fire protection.

305 Pressure

(a) The CITY further agrees to operate its supply system so that normally all water supplied by HAMMOND will pass through ground-storage tanks prior to being pumped to the CITY'S distribution system. No direct pumpage from HAMMOND's or the UTILITY's supply shall be utilized by the CITY at any time except at such times when it is necessary to take the tanks out of service for maintenance, repairs and painting and then only after receiving the approval of

HAMMOND or the UTILITY in writing. This paragraph does not apply to emergency situations. It is understood and agreed that an emergency is not defined as a peak demand hour or day. It is further agreed that, under no circumstances shall the operation of the CITY in taking water at the Point of Delivery ever lower the P.S.I. available to the UTILITY'S customers downstream below 30 P.S.I.

(b) The CITY shall accept Lake Water at the Point of Delivery at the pressure that exists in the main of the UTILITY at such point. The intent of HAMMOND is that the UTILITY is to maintain pressure satisfactory for its own Lake Water users in the immediate area of the Point of Delivery, these pressures therefore being available for the service to the CITY. HAMMOND is not required to furnish Lake Water to the CITY at a specific pressure. In the event that the CITY desires to construct additional facilities to carry the Lake Water from the Point of Delivery and/or from some other point or points to and through its own distribution system to serve its customers, all such extensions, pumps, equipment and system shall be furnished, installed, operated and maintained by the CITY. HAMMOND shall not have control, responsibility or any duty to maintain any such equipment or system. The UTILITY and HAMMOND shall in no event be responsible to the CITY or any of its residents or water users, nor shall any right of action arise or exist against the UTILITY and/or HAMMOND in favor of the CITY or any of its residents or water users by reason of the main pressure at the point of delivery of such Lake Water, and the CITY shall hold UTILITY and HAMMOND harmless from and indemnify any and all claims relating to main pressure at the point of

delivery of such lake Water. It is understood and agreed that the CITY shall take the Lake Water at the Point of Delivery "as is" and as defined in Section 304 and Section 307 herein.

306 Water Quality

- (a) HAMMOND shall supply the CITY at the Point of Delivery with Lake Water of a quality commensurate with that furnished by the UTILITY to its own residential customers within Hammond. At a minimum all Lake Water furnished to the CITY at the Point of Delivery shall meet all applicable Lake Water quality standards established by any federal, State of Indiana or local Indiana agency with jurisdiction over HAMMOND or the UTILITY for public Lake Water supply.
- (b) In the event that the Lake Water fails to meet the minimum water quality standards at Point of Delivery established by Section 306(a), HAMMOND and/or the UTILITY shall after receiving notice take immediate action to correct any such water quality deficiency.
- (c) HAMMOND and the UTILITY shall bear no responsibility for water quality of Lake Water beyond the Point of Delivery.
- (d) The CITY and HAMMOND shall each immediately notify the other as promptly as practicable of any failure of Lake Water to meet the water quality standards set by the Environmental Protection Agency and Indiana Department of Environmental Management in either Party's system. Notifications under this Section going to the CITY shall be given directly to the City Council of the CITY; and those going to HAMMOND, to such persons as HAMMOND shall designate in writing.

(e) HAMMOND and the UTILITY shall not be responsible to the CITY or any of its residents or water users, for any pollution that might exist in the Lake Water furnished under this Agreement, or arise in any distribution system of the UTILITY, HAMMOND or the CITY. The facilities to prevent pollution that HAMMOND and the UTILITY now use are, for the purpose of the Agreement, deemed adequate by the Parties. The Parties recognize and acknowledge that (i) the source of water supply is Lake Michigan at the boundary of the City of Hammond, Indiana, with Lake Michigan, (ii) both Parties are familiar with the conditions existing at the source, and (iii) the CITY is familiar with the method employed by HAMMOND and the UTILITY to secure Lake Water, treat it for consumption, and distribute it the UTILITY'S distribution mains.

(f) If the CITY causes any pollution of the water in the system of the UTILITY, the Parties shall immediately investigate the condition, and the CITY shall immediately remedy and remove any such condition. In the remedying of such condition, should any work be done, or be required to be done, by the UTILITY on its own system, then the CITY promises and agrees to reimburse and indemnify HAMMOND or the UTILITY directly for such remedial work done and the damages resulting therefrom.

307 Water Storage and Time of Pumpage

(a) The CITY shall provide and maintain at all times during the term of this Agreement water storage of sufficient capacity to store not less than 2 times the daily State Water Allocations from time to time in effect for the CITY and each of its respective Authorized Water Users.

(b) In the event the supply from HAMMOND is, for any reason, not available, and any lack of such storage capacity may develop a strain upon the water system of the UTILITY, the CITY and each of its respective Authorized Water Users shall be required to utilize its water storage capacity for supply at its peak flow periods which will impose the least strain on the water system of the UTILITY. The off-peak hours in which the CITY shall take water from HAMMOND is further defined as being from 10:00 p.m. to 6:00 a.m. the following day. The pumpage and storage of water and the times within which such pumpage and storage shall be made by the CITY are subject to the approval of the UTILITY.

(c) It is further understood and agreed by the parties hereto, that in the event the consumption by the CITY causes a strain on the water system of HAMMOND and the UTILITY and said strain is due to a lack of adequate storage facilities by the CITY, then the CITY will construct and provide additional storage facilities to relieve the strain on the water system of HAMMOND and the UTILITY. It is further agreed that the reasonable opinion and decision of Engineers employed by UTILITY of the necessity of additional transmission or storage facilities by the CITY to relieve said strain, shall be final, and the CITY hereby promises and agrees to abide by such decision.

308 Territorial Responsibilities

The CITY and the UTILITY shall furnish, install, operate and maintain their respective equipment and systems located within their territorial boundary limits, except as herein otherwise provided, and HAMMOND and the UTILITY shall in no way, or at no time, be obligated to do, or perform any act outside of city limits of HAMMOND except as may be provided in Section 306 herein above set out.

ARTICLE IV - MEASUREMENT**401 Point of Measurement**

The UTILITY shall measure the quantity of Lake Water furnished to the CITY under this Agreement during each hour of each day at the Point of Delivery. The unit of measurement shall be gallons of water, U. S. Standard Liquid Measure or such other unit of measurement as the Parties may agree in writing.

402 Measuring Devices

(a) The measuring devices, together with a prefabricated steel meter vault to house them, all as described in "Exhibit B" (collectively, the "Devices"), shall be used at the Point of Delivery for the purpose of controlling, measuring, and recording the quantity of Lake Water furnished under the Agreement and of transmitting and recording pressures and other required operational information to the CITY and to the UTILITY'S Water Treatment Plant. The Devices shall be in accordance with the standards set by and be subject to the approval of the Indiana Department of Environmental Management. "Exhibit B" shall be a complete set of working drawings prepared and provided by the CITY

subsequent to the execution of this Agreement and subject to the approval of the UTILITY which approval shall not be unreasonably withheld. "Exhibit B" may be amended from time to time by the CITY, only with the prior approval of HAMMOND.

(b) The CITY shall seek and secure approval from the UTILITY prior to making any future improvements, additions, extensions or modifications to the metering devices, as would affect the UTILITY and it is further agreed that the reasonable opinion and decision of the engineers of the UTILITY, in connection with said improvement, or modifications, shall be final and the CITY hereby promises and agrees to abide by such decision.

403 Installation and Maintenance of Devices

(a) At the Point of Delivery of Lake Water, the CITY, if required by UTILITY, will be responsible for the cost and the installation of new meters and/or a new meter vault in the event that the existing devices malfunction, are not serviceable or otherwise become obsolete. Said new meter vault shall contain all necessary valves, check valves, special fittings, special castings, drains, suitable entrance to the same, and any other additional equipment and devices to provide a complete and first class installation. All such meters, valves and other appliances, devices and materials shall be in accordance with the Indiana Department of Environmental Management. All materials or the meter vaults, including the equipment located therein, shall be furnished and installed by the CITY subject to the approval of HAMMOND. After installation, such equipment shall be maintained, both as to repair and replacement, by the UTILITY. The

CITY shall also install such devices as are necessary for HAMMOND to measure water flow and water pressure from its filtration plant by telemetry. The facilities presently used to measure water flow as of the execution of this Agreement are hereby deemed adequate by the Parties.

(b) It is understood, promised and agreed that title to, access to and ownership of all meter vaults, all materials, equipment and meters either in existence at the time of this Agreement or later furnished by the CITY shall pass to, and be vested in the UTILITY, and the lines constructed in the territorial limits of HAMMOND, shall belong to, and become a part of, the system of UTILITY.

(c) The properly authorized officers, agents and representatives of HAMMOND and the UTILITY shall at all times have free access to the meter or meters and all other facilities herein provided for, for the purpose of shutting off the water for failure to pay the water rates or charges in this Agreement provided to be paid by the CITY and for the purpose of reading the registrations of said meter or meters, and to examine, shut off and test the same to ascertain whether or not they are in good condition and repair and to make such repairs upon the same as may be necessary.

(d) The CITY agrees to notify HAMMOND and the UTILITY at least sixty (60) days before performing any installation, repair or replacement of the Devices. Included with said notice shall be detailed plans of the proposed installation, repair or replacement and HAMMOND and/or the UTILITY shall have twenty (20) days after notice to review said plans and specify what, if any, modifications to

the plans must be made by the CITY to have the Devices to conform to the plans and specifications set forth in "Exhibit B".

(e) HAMMOND and/or UTILITY shall have the right during the process of any installation, repair or replacement of the measuring devices or related equipment, to inspect at any time such work and shall promptly notify the CITY of their findings as to the conformance of the work with the plans and specifications for Devices set forth in "Exhibit B".

404 Access to Devices

Authorized representatives of the CITY and HAMMOND and the UTILITY shall have access at all reasonable times to all of the Devices for examination and inspection.

405 Operation, Inspection and Calibration of Devices

The UTILITY will operate the Devices and once every six (6) months inspect and calibrate the accuracy of each of the Devices for the purpose of measuring the supply of Lake Water furnished under this Agreement. Such inspection and calibration shall be done in the presence of an authorized representative of the CITY. The results of any such inspection and calibration shall be immediately provided to the CITY.

406 Readings

The readings made of the Devices for the purpose of billing the CITY shall be made by the UTILITY once every calendar month.

407 Estimates

The amount of water purchased and sold shall be determined by the meter readings installed at the Point of Delivery, as aforesaid, and the CITY shall pay for water as shown by such readings. In the event that such meter or meters shall become out of

repair for a period of ninety (90) days, then the parties shall compute the water delivered and not metered on a basis of the water readings for the same month of the previous year, and the daily average for such period shall be used as the basis for computing the amount of water delivered and not metered, and the amount to be paid for such unmetered period shall be based upon such computation.

ARTICLE V - WATER RATES

501 Base Rate

For the water furnished and delivered by HAMMOND under this Agreement, the CITY agrees to pay the following Base Rate:

\$2.20 per 1,000 U.S. gallons

502 Rate Modifications

The Base Rate referred to above may be adjusted as follows during the Term of the Agreement:

- (a) The Base Rate may not be modified for a period of two (2) years from the effective date of this Agreement. Thereafter, HAMMOND may, in its sole discretion, modify the Base Rate, except as provided below. It is agreed and understood that, whenever modified, the new Base Rate shall not exceed an amount equal to eighty-eight percent (88%) of the water rate in effect and being charged by the City of Chicago, Illinois,¹ exclusive of any discounts or penalties, on the date that the new Base Rate goes into effect. In addition, if, on the two (2)

¹ The City of Chicago's projected future water rates per 1,000 gallons (through 1/1/15 only) are currently posted under "Know My Water & Sewer Rates" at https://www.cityofchicago.org/city/en/depts/water/provdrs/cust_serv/svcs/know_my_water_sewerrates.html. See attached Ex. C.

year anniversary of the effective date of any Base Rate modification hereunder, the City of Chicago has a lower water rate, exclusive of any discounts or penalties, than on the date of the said previous modification, then the Base Rate hereunder shall be modified on said anniversary date to an amount equal to eighty-eight percent (88%) of the then-existing Chicago water rate, exclusive of any discounts or penalties. HAMMOND or the UTILITY shall give CITY written notice of any increase or decrease in the Rate sixty (60) days prior to the effective date of the modification of the Base Rate.

(b) The Base Rate, whenever modified, shall not be subject to additional adjustment for a period of two (2) years from the effective date of the most recent Base Rate modification. It is agreed and understood that, during the Term of the Agreement, HAMMOND may modify the prevailing Base Rate no more than once in any given two (2) year period.

(c) The CITY agrees that with respect to any future rate adjustments, including, but not limited to, modifications of the Base Rate, in the event any approval is required by law, that the CITY will, without objection, join any petition, rate schedule tariff or other documents or proceedings which may be necessary to be filed with any public body. Further, the CITY agrees to abide by such adjusted rate and to pay same.

503 Surcharge or Tax

No surcharge fee or tax shall be added to the rates provided for in this Agreement by HAMMOND that is not also charged by the UTILITY in its sale of water to HAMMOND's residents; except that, in the event that a tax or other fee is imposed on

HAMMOND and/or the UTILITY by a third-party government authority with respect to its sale of Lake Water under this Agreement, such tax or fee will be added to the Base Rate and charged to the CITY.

504 Customer Charges

The UTILITY and/or HAMMOND shall have no right to determine charges for Lake Water furnished by CITY to its water users.

ARTICLE VI - BILLING

601 Frequency

(a) The UTILITY shall bill the CITY each month for the water used each month and the CITY promises to pay such statement in full without discount within thirty (30) days after the receipt of such bill. Late Charges shall be assessed against the CITY at the same current rate charged by the UTILITY to its resident customers. UTILITY shall make distribution of funds received pursuant to contract between UTILITY and HAMMOND.

(b) In the event the UTILITY shall be required to alter, amend or establish a new rules or rules, by order of the Indiana Utility Regulatory Commission of the State of Indiana, or by law, then the existing rules of the UTILITY and such alterations, amendments, or new rules, shall apply and govern the parties hereto.

(c) The CITY agrees to appropriate annually sufficient money to pay for the water furnished by HAMMOND hereunder. The CITY further agrees that it will at all times charge its water users sufficient rates in order to provide adequate funds for the payment of water furnished by HAMMOND.

(d) In the event the CITY shall not pay its water bill on time, then to secure prompt payment of the water bills, HAMMOND shall also have the right at any time to require the CITY to pay in advance a sum of money estimated by the Hammond City Controller to be equal to the cost of water required by the CITY for a period of ninety (90) days at the then-prevailing metered rate, which said advance payment the CITY hereby agrees to make upon written demand.

(e) If the CITY shall refuse, neglect or fail to pay promptly the water bills rendered for the Lake Water supplied it hereunder within the time or times prescribed herein, or if the CITY shall fail to comply with or perform any of the conditions or obligations on its part to be complied with or to be performed hereunder, and if after such failure, HAMMOND shall deliver by mail to the CITY's City Council Office a notice in writing of its intention to shut off the supply of Lake Water on account of such failure, refusal or neglect, then HAMMOND shall have the right to shut off the supply at the expiration of five (5) days after the giving of such notice, and to terminate this agreement unless within such five (5) days, the CITY shall make good such failure. The shutting off of the supply of Lake Water for any such cause shall not release the CITY from its obligation to make payments of any amount or amounts due or to become due in accordance with the terms hereof.

602 Basis

Bills shall be based on readings of the Devices at the Point of Delivery. The readings may also be adjusted as provided for in Section 407.

603 Form

(a) Each bill shall indicate the total amount of Lake Water delivered as evidenced by the readings of the Devices at the beginning and end of each billing period.

(b) Each bill shall specify the basic charge per unit of Lake Water furnished and such adjustments, if any, as are applicable.

ARTICLE VII - TERM AND STANDARD CONDITIONS

701 Term

This Agreement shall expire twenty (20) years from the effective date of this Agreement.

702 Assignment

This Agreement shall be assignable by HAMMOND without the prior written consent of the CITY.

703 Title to Water

Title to all Lake Water supplied under this Agreement shall remain in HAMMOND to the Point of Delivery, and upon passing the Point of Delivery, title to the Lake Water shall pass to the CITY.

704 Amendment

This Agreement may be amended only by a written agreement between the Parties hereto.

705 Notices

All notices under this Agreement shall be in writing either delivered or mailed, certified mail return receipt requested, to the CITY at:

Office of the Mayor
The City of Chicago Heights, Illinois
1601 Chicago Road
Chicago Heights, IL 60411;

and to HAMMOND at:

Mayor
Civil City of Hammond
5925 Calumet Avenue
Hammond, IN 46320;

and to the UTILITY at:

CEO, Hammond Water Works Department
6505 Columbia Avenue
Hammond, IN 46320;

or at such other address as such party by written notice may designate and shall be deemed given when so delivered.

706 Indemnification

HAMMOND and the UTILITY shall not be responsible in damages to person or property for any failure to supply water or for interruption of the Lake Water supply furnished hereunder. The CITY agrees to hold harmless and indemnify HAMMOND and the UTILITY against any and all claims for losses, liability or damage, including fees and expenses, arising out of or in connection with the delivery and sale of the Lake Water after it is received by the CITY at the point of delivery, and the CITY hereby assumes all risks of loss, damage or injury to person or property, in the distribution of said Lake Water after received at the Point of Delivery. The CITY further agrees to hold harmless and indemnify HAMMOND and the UTILITY against all claims for any dispute, loss, damage, or injury sustained, of any kind, nature or description, including attorneys fees and expenses incurred by HAMMOND and/or the UTILITY by reason of any claims

made against HAMMOND and/or the UTILITY by residents or Authorized Users of the CITY, relating to HAMMOND's furnishing Lake Water to the CITY under this Agreement. In the event of any claims arising out of this Agreement between the parties to this Agreement, attorneys fees and costs shall be awarded to the prevailing party.

707 Miscellaneous

(a) This Agreement supersedes all prior negotiations or understandings and is the whole agreement of the parties. There are no other oral or written agreements concerning the subject of this Agreement other than the agreement between HAMMOND and the UTILITY referred to herein.

(b) The provisions of this Agreement shall be interpreted when possible in a manner to sustain their legality and enforceability. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in another situation or the remaining provisions of this Agreement. If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent possible.

(c) This Agreement is performed in the State of Indiana and is to be construed under applicable Indiana law which shall apply to its enforcement, construction and interpretation.

(d) The parties stipulate that the sales under this Agreement constitute wholesale sales between an Illinois municipality and an Indiana municipality. By executing this Agreement, neither party acquiesces that the rights and obligations contained within this Agreement are subject to the interpretation,

enforcement or jurisdiction of any administrative agency, including the Indiana Utility Regulatory Commission ("IURC").

(e) This Agreement is further subject to the existing contract between HAMMOND and the UTILITY concerning sale of Lake Water to HAMMOND. All facilities and equipment utilized under this Agreement shall be owned and operated by the UTILITY. A copy of the existing contract between HAMMOND and the UTILITY is attached hereto as Exhibit D.

(f) In the event of need for enforcement or interpretation of any provision in this agreement, the parties agree that the Federal and State Courts located in the State of Indiana shall have exclusive jurisdiction. However, in the event that HAMMOND requests that the CITY cooperate and assist HAMMOND or the UTILITY in any proceeding before the IURC or any other regulatory body, then the CITY agrees to cooperate or assist HAMMOND or the UTILITY as requested.

(g) In the event any statute, either of the United States, the State of Indiana, or any rule is subsequently promulgated by any governmental agency of the United States or the State of Indiana, binding upon HAMMOND and the UTILITY, and solely by reason thereof, HAMMOND and the UTILITY shall not be permitted to deliver water to the CITY, as provided for in this contract, then this contract may be cancelled by HAMMOND without any liability to HAMMOND and the UTILITY.

(h) Further, should any law, rule or regulation be passed and adopted by any governmental agency binding on HAMMOND and the UTILITY as to the grade of water to be furnished, or its distribution, then the CITY agrees that when

HAMMOND delivers water in compliance with such law, rule or regulation, that is has completed the obligation on its part to be performed under this Agreement.

(i) HAMMOND agrees that it will not engage in the direct sale of water to any Authorized Water Users of the CITY, as herein defined, without the prior written consent of the CITY.

(j) In the event that the CITY shall desire, at the expiration of this Agreement, to continue to purchase Lake Water from HAMMOND, it shall twelve (12) months before the expiration of this contract, so notify HAMMOND, and, if HAMMOND desires to continue to sell, and if and only if, the parties hereto agree to the terms and conditions of a new Purchase Agreement, including a new base rate, before the expiration of this Agreement, shall HAMMOND be obligated to continue to supply Lake Water to the CITY or its water users beyond the expiration of this Agreement.

(k) This Agreement is subject to cancellation by HAMMOND in the event the a court of competent jurisdiction or a governmental agency decrees (1) that HAMMOND has no right to contract for, sell, or distribute Lake Water; (2) that limits the amount of Lake Water HAMMOND may use for domestic pumpage or otherwise places a material burden on HAMMOND in connection with withdrawal of water from Lake Michigan; or (3) that limits disposition of water from Lake Michigan to any municipality or user residing outside the corporate limits of the City of Hammond.

(l) The authority of the officials of HAMMOND to execute this Agreement is evidenced by the authority of the Board of Works and Safety of the City of

Hammond given by the attached Resolution adopted at a regular meeting held on the _____ day of February, 2013.

(m) The authority of the officials of the CITY to execute this Agreement is evidenced by the Resolution adopted by the CITY OF CHICAGO HEIGHTS, ILLINOIS, at a regular meeting of its City Council duly held on the 4th day of February, 2013.

IN WITNESS this Agreement, the CITY and HAMMOND have executed this Agreement as of the 14th day of February, 2013.



CITY COUNCIL MEMBER




CITY COUNCIL MEMBER

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)
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CITY OF CHICAGO
HEIGHTS, ILLINOIS

APPROVED:



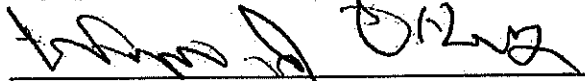


DAVID A. GONZALEZ, MAYOR



LORI WILCOX, CITY CLERK

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CITY OF CHICAGO
HEIGHTS, ILLINOIS

BOARD OF PUBLIC WORKS & SAFETY

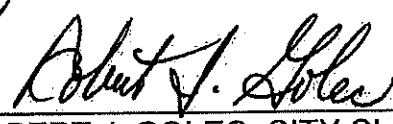

MEMBER)

MEMBER)

MEMBER)

ATTEST: 

CIVIL CITY OF HAMMOND,
INDIANA

APPROVED:


THOMAS M. McDERMOTT, JR.
MAYOR)


ROBERT J. GOLEC, CITY CLERK)
ATTEST

CIVIL CITY OF HAMMOND,
INDIANA

"EXHIBIT A"

LIST OF AUTHORIZED WATER USERS OUTSIDE OF CITY'S LIMITS

1. Ford Heights;
2. Glenwood;
3. Sauk Village;
4. South Chicago Heights;
5. Thornton.

"EXHIBIT B"

MEASURING DEVICES

Will be furnished at a later date when plans and specifications are furnished by the CITY and approved by the UTILITY.



City of Chicago

The City of Chicago's Official Site

Service

Know My Water & Sewer Rates

Water and Sewer Rates Voted on and approved by the Mayor and Chicago City Council of Chicago

English

Español

□ □

□ □

Water

Effect.Date	% Increase	Water per 1,000 Cu.Ft.	Water per 1,000 Gallons
1/1/12	25%	\$18.75	\$2.51
1/1/13	15%	\$21.56	\$2.89
1/1/14	15%	\$24.80	\$3.32
1/1/15	15%	\$28.52	\$3.82

Sewer

Effect. Date	% of Water Bill
1/1/12	89%
1/1/13	92%
1/1/14	96%
1/1/15	100%

Historical Water Rates

The water rates are for Chicago and Suburban customers.

Effect.Date	% Increase	Water per 1,000 Cu.Ft.	Water per 1,000 Gallons
1/1/10	14%	\$15.00	\$2.01
1/1/09	15%	\$13.16	\$1.76
1/1/08	15%	\$11.44	\$1.53

Effect. Date	Gross % Increase	Water per 1,000 Cu.Ft.	Water per 1,000 Gallons	Net per 1,000 Cu.Ft.	Net Per 1,000 Gallons	Rate Discount*	PCT % Increase N/A
1/1/07	0%	\$9.95	\$1.33	**	**	**	0%

EXHIBIT C

1/1/06	0%	\$9.95	\$1.33	**	**	**	0%
1/1/05	3%	\$9.95	\$1.33	\$9.71	\$1.30	\$0.24	3%
1/1/04	3%	\$9.66	\$1.29	\$9.42	\$1.26	\$0.24	3%
1/1/03	4%	\$9.38	\$1.25	\$9.16	\$1.22	\$0.23	4%
1/1/02	4%	\$9.02	\$1.20	\$8.80	\$1.17	\$0.23	4%

* Reflects 2.5% Discount Rate for payment that was made within 21 days.

** The Discount Rate was eliminated January 1, 2006.

Historical Sewer Rates

The Sewer service rate is added as a separate line item to the water bill for customers within the Chicago Service Area. The Sewer rate is a percentage of the gross water bill. The following reflects the Sewer service rate history.

Effect. Date	% of Water Bill
1/1/10	86%
1/1/09	85%
1/1/08	84%
1/1/07	83%
1/1/06	83%
1/1/05	83%
1/1/04	83%
1/1/03	83%
1/1/02	83%
1/1/01	83%
1/1/00	83%
1/1/96	81%

STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)

**AGREEMENT FOR THE SALE OF WATER
 TO THE CIVIL CITY OF HAMMOND
 BY THE HAMMOND WATER WORKS DEPARTMENT**

THIS AGREEMENT made on the date hereinafter set forth by and between the HAMMOND WATER WORKS DEPARTMENT of the City of Hammond, Lake County, Indiana, a separate municipal utility, by its duly authorized Board of Directors (hereinafter referred to as "UTILITY"), and the CIVIL CITY OF HAMMOND, INDIANA, a municipal corporation, by its duly authorized Mayor and Board of Public Works and Safety acting in their official capacity (hereinafter referred to as "HAMMOND"), (The UTILITY and HAMMOND together hereinafter referred to as the "Parties" or alone as a "Party.").

WHEREAS, the UTILITY owns, operates and maintains a complete water works system, including a filtration plant, pumping station, storage and transmission facilities and furnishes treated water to the residents, businesses and industries located within the corporate limits of Hammond, Indiana and, by contract only, beyond the corporate limits; and

WHEREAS, HAMMOND desires to purchase Lake Michigan water ("Lake Water") from the UTILITY for resale to Illinois customers, including the CITY OF CHICAGO HEIGHTS, ILLINOIS, hereinafter referred to as "CHICAGO HEIGHTS" and its approved customers as described herein; and

WHEREAS, the UTILITY has surveyed the problem and deems itself able to

**EXHIBIT
D**

deliver and sell Lake Water to HAMMOND on the Indiana side of the state line between Indiana and Illinois from the water main presently in place and used by the UTILITY to presently service CHICAGO HEIGHTS (the "Point of Delivery"); and

WHEREAS, the parties hereto are desirous of selling and purchasing Lake Water, respectively, and therefore said UTILITY and HAMMOND enter into the following Agreement for the sale and purchase of water.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, to be observed and performed by the parties hereto, and for other good and valuable consideration, the UTILITY and HAMMOND mutually agree as follows:

(1) Purchase and Sale

The UTILITY agrees to furnish and deliver Lake Water to HAMMOND and HAMMOND agrees to purchase Lake Water from the UTILITY at the Point of Delivery to the extent that Lake Water is available to the UTILITY for such purpose at the meter vault on the Indiana side of the state line at the Point of Delivery in HAMMOND. Said delivery of Lake Water shall be in sufficient quantities to meet the demand for Lake Water by CHICAGO HEIGHTS contemplated and described in the Water Purchase Agreement between the CITY OF CHICAGO HEIGHTS, ILLINOIS, and the CIVIL HAMMOND OF HAMMOND, INDIANA, dated the _____ day of February, 2013, hereinafter referred to as the "CHICAGO HEIGHTS CONTRACT". HAMMOND agrees also to require that CHICAGO HEIGHTS agree to purchase Lake Water consistent in all respects with the terms and conditions of this Agreement. Any use of the phrase, "HAMMOND shall require," places an obligation on HAMMOND to require CHICAGO HEIGHTS and/or CHICAGO HEIGHTS Authorized Water Users to agree to the listed item, unless

otherwise noted.

(2) Commencement of Delivery

The delivery of Lake Water by the UTILITY under the terms of this Agreement shall commence on January 1, 2013.

(3) Rate of Withdrawal

The Lake Water to be furnished from time to time under this Agreement shall be withdrawn at the Point of Delivery on an hourly even flow basis. The actual volume of water shall be mathematically determined by an establishment of the average daily usage by CHICAGO HEIGHTS each respective month and then divided by twenty-four (24) hours for each day. It is agreed that CHICAGO HEIGHTS may exceed the withdrawal rate with consent of the UTILITY at non-off peak hours, or withdraw Lake Water at off-peak hours each calendar day as authorized by Section 4 without consent.

(4) Point of Delivery, Storage and Time of Pumpage

- (A) Lake Water shall be delivered by HAMMOND to CHICAGO HEIGHTS on the Indiana side of the State Line between Illinois and Indiana, from the water mains presently in place and used by the UTILITY. Said location is designated as the "Point of Delivery" of the Lake Water under the terms of this Contract.
- (B) HAMMOND shall require that the water storage capacity of CHICAGO HEIGHTS and all of its Authorized Water Users (as defined in the CHICAGO HEIGHTS CONTRACT) shall be sufficient to meet at least two (2) times the daily State Water Allocation granted to each respective

community by the State of Illinois. HAMMOND will further require CHICAGO HEIGHTS to keep on file with the UTILITY a current list of the State Water Allocations of CHICAGO HEIGHTS and all of its Authorized Water Users.

- (C) HAMMOND shall require that the pumpage, storage of Lake Water, and the times when such pumpage and storage shall be made by CHICAGO HEIGHTS and all of its Authorized Water Users shall be through properly designed facilities of adequate capacity and subject to the approval of the UTILITY.
- (D) Further, HAMMOND agrees to require that CHICAGO HEIGHTS and all of its Authorized Water Users utilize their water storage capacity for supply at its peak flow periods so as to cause the least strain on the water system of the UTILITY. The off-peak hours during which CHICAGO HEIGHTS and its Authorized Water Users shall take maximum water flow from the UTILITY'S system is further defined as being from 10:00 P.M. to 6:00 A.M. the following day.
- (E) HAMMOND shall require that, if a lack of adequate storage by CHICAGO HEIGHTS or any of its Authorized Water Users facilities causes a strain on the water system of the UTILITY, then the offending community must construct and provide additional storage facilities to relieve the strain on the water system of the UTILITY. The reasonable opinion and decision of the Engineers employed by the UTILITY of the necessity of additional

transmission or storage facilities by the offending community to relieve said strain, shall be final, and HAMMOND shall require that CHICAGO HEIGHTS and all of its Authorized Water Users agree to abide by such decision.

(5) Emergency

That if for any reason, including an emergency failure or malfunction in the UTILITY'S water distribution system or water supply system, HAMMOND is unable to furnish in full the quantities of Lake Water to be furnished to CHICAGO HEIGHTS and its Authorized Water Users, then the UTILITY shall use reasonable due diligence to so operate its water system during any such occurrence so as to provide Lake Water insofar as practicable to HAMMOND'S customers, as well as the UTILITY'S customers. The UTILITY shall promptly take such actions, including making and expediting repairs or adjustments, as are reasonably necessary to restore delivery to HAMMOND'S customers, as well as the UTILITY'S customers.

(6) Equipment

- (A) At the Point of Delivery of Lake Water to HAMMOND there are meters installed and a meter vault pursuant to the CHICAGO HEIGHTS CONTRACT. Said meter vaults contain all necessary valves, check valves, special fittings, special castings, drains, suitable entrance to the same, and any other additional equipment and devices to provide a complete and first class installation. All such meters, valves, and other appliances, devices and materials are in accordance with the standard set,

and subject to the approval of, the Indiana Department of Environmental Management. All specifications for the meter vaults and the equipment located therein, are in accordance with the CHICAGO HEIGHTS CONTRACT and are subject to the approval of the UTILITY. Such equipment shall be maintained, both as to repairs and replacements, subject to the approval of the UTILITY.

- (B) It is understood, promised and agreed that title to, and ownership of said meter vaults and all related materials, equipment and meters shall pass to, and be vested in, the UTILITY, and the lines constructed in the territorial limits of HAMMOND shall belong to, and become a part of the UTILITY's system.
- (C) HAMMOND shall require CHICAGO HEIGHTS to seek and secure approval from the UTILITY prior to making any future improvements, additions, extensions or modifications to the present metering devices, as would affect said UTILITY, and that the reasonable opinion and decision of the Engineers of the UTILITY, in connection with said improvement, or modification, shall be final and the CHICAGO HEIGHTS shall be required to abide by such decision.

(7) Pumpage Limitation

HAMMOND further agrees to require that CHICAGO HEIGHTS operate its system so that, except for emergencies, all Lake Water supplied by HAMMOND will pass through ground-storage tanks prior to being pumped to CHICAGO HEIGHTS' distribution system.

No direct pumpage from the UTILITY'S supply shall be utilized by CHICAGO HEIGHTS, at any time, unless it is necessary to take the storage tanks out of service for maintenance, repairs and painting. Even in those circumstances, direct pumpage is only allowed after receiving the approval of the UTILITY in writing. This paragraph does not apply to emergency situations. An emergency is not defined as a peak demand hour or day.

(8) Water Quality

- (A) The UTILITY shall furnish the grade of Lake Water that the UTILITY furnishes to its own patrons. The UTILITY shall not be responsible to HAMMOND, CHICAGO HEIGHTS or any of CHICAGO HEIGHTS' water users, for any pollution that might exist in the water, or arise in any distribution system of the UTILITY, CHICAGO HEIGHTS, CHICAGO HEIGHTS' water users or any of HAMMOND'S CUSTOMERS. The facilities to prevent pollution that the UTILITY now uses are, for the purpose of this contract, deemed by the parties hereto to be adequate. It is recognized by the parties hereto that the source of water supply is Lake Michigan at the boundary of the City of Hammond, Lake County, Indiana, with said lake, and both contracting parties are familiar with the conditions existing at said point. HAMMOND hereby represents that CHICAGO HEIGHTS and all of CHICAGO HEIGHTS' water users are familiar with the method employed by the UTILITY to secure said water and treat the same for consumption, and then distribute the same to its distribution mains, and

this Agreement is made with reference thereto.

- (B) It is agreed that if HAMMOND, CHICAGO HEIGHTS or any of CHICAGO HEIGHTS' water users causes any pollution of the Lake Water in the system of the UTILITY, the same shall be immediately remedied and removed by the party causing such pollution. In the remedying of such condition, should any work be done, or be required to be done, by the UTILITY on its own system, then HAMMOND, CHICAGO HEIGHTS or any of CHICAGO HEIGHTS' water users responsible for the contamination of the UTILITY's system, shall be required to promise and agree to reimburse and indemnify the UTILITY for such pollution and the damages resulting therefrom. HAMMOND shall require such reimbursement and indemnification to be a condition of the CHICAGO HEIGHTS CONTRACT.
- (C) Further, should any law, rule or regulation be passed and adopted by any governmental agency, modifying in any way the grade of water required to be furnished by the UTILITY, then HAMMOND agrees that when the UTILITY delivers Lake Water in compliance with such law, rule or regulation, that it has completed its obligation with respect to water quality under the terms of this Agreement.

(9) Water Pressure

- (A) HAMMOND shall, and it hereby agrees to, accept Lake Water at the Point of Delivery at the pressure that exists in the main of the UTILITY at such Point. The UTILITY is not required hereby to furnish Lake Water to HAMMOND at

a specific pressure and shall not be responsible to HAMMOND, CHICAGO HEIGHTS, or any of CHICAGO HEIGHTS' customers for any claim related to inadequate water pressure at the Point of Delivery. HAMMOND, CHICAGO HEIGHTS, and/or CHICAGO HEIGHTS' customers shall be required to hold the UTILITY harmless from and indemnify any and all claims related to water main pressure at the point of delivery made by HAMMOND, CHICAGO HEIGHTS, or any of CHICAGO HEIGHTS' customers. It is understood and agreed that HAMMOND and CHICAGO HEIGHTS shall take the Lake Water at the Point or Points of Delivery "as is", and at the rate and pressure as hereinafter defined.

- (B) HAMMOND shall also require that its customers, including CHICAGO HEIGHTS, in taking Lake Water from the point of delivery, shall in no event ever lower the P.S.I. available to the UTILITY'S customers downstream below 30 P.S.I.

(10) CHICAGO HEIGHTS's Distribution System

HAMMOND shall require that CHICAGO HEIGHTS furnish, install, operate, repair and/or maintain all distribution lines, pumps, storage facilities, and all other necessary equipment on the distribution system that it now has, and all other necessary equipment, to assure itself that it can receive and distribute the water furnished under the CHICAGO HEIGHTS CONTACT.

(11) Territorial Responsibilities

The UTILITY shall furnish, install, operate and maintain its equipment and system

located only within the city limits of Hammond, Indiana, and HAMMOND or the UTILITY shall not be obligated to perform any act outside said city limits or the State of Indiana, related to their performance under the terms of this Agreement.

(12) Limitation on Resale of Water

HAMMOND shall not, without receiving the UTILITY'S written approval, sell Lake Water to any customers other than those referenced in the CHICAGO HEIGHTS CONTRACT and all other contracts between HAMMOND and Illinois communities in existence on the date of this Agreement.

(13) Water Rates

- (A) For the Lake Water furnished by the UTILITY to HAMMOND hereunder, HAMMOND agrees to pay the total rate of \$0.575 per 1,000 U.S. gallons during the term of this Agreement, unless modified as noted below. Said total rate is comprised of a Base Rate of \$0.46 per 1,000 gallons of Lake Water plus a Reimbursement Fee equal to \$0.115 per 1,000 gallons of Lake Water. The Reimbursement Fee is the result of the Request for Modification made by HAMMOND requesting that the UTILITY modify its system to meet the increased demand contemplated by the sale of water to CHICAGO HEIGHTS and its current and potential Authorized Water Users. (Said Request for Modification is attached hereto as "Exhibit A.")
- (B) The UTILITY may increase its Reimbursement Fee rate during the term of this Agreement but not for the first two (2) years of this Agreement. Once modified, the Reimbursement Fee rate shall not be subject to additional

modification for a period of two (2) years thereafter.

- (C) It is further agreed that if, in the event that a tax or other fee is imposed on HAMMOND and/or the UTILITY with respect to the sale of Lake Water under the CHICAGO HEIGHTS CONTRACT, such tax or fee will be added by the UTILITY to the Base Rate hereunder and charged to HAMMOND.
- (D) Also, if at any time there is an increase to the UTILITY'S rate charged for Lake Water furnished to single family residential customers located within the city limits of Hammond, Indiana, then the Base Rate for all Lake Water sold to HAMMOND hereunder shall be increased to the new rate to said single family residential customer.

(14) Measurement and Billing

- (A) The amount of water purchased and sold shall be determined by the readings of meters installed at the Points of Delivery, as aforesaid, and HAMMOND shall pay for the amount of water shown by such readings pursuant to Paragraph 13(A). In the event that such meter or meters shall become out of repair for a period of time, then the parties shall compute the water delivered and not metered on a basis of the water readings for the same month of the previous year and the daily average for such period shall be used as the basis for computing the amount of water delivered and not metered, and the amount to be paid for such unmetered period shall be based upon such computation.
- (B) The UTILITY will bill CHICAGO HEIGHTS for its monthly water usage. All

payments by CHICAGO HEIGHTS shall be to the UTILITY.

(15) Term and renewal

- (A) This contract shall continue in force and effect for twenty (20) years from the date of commencement.
- (B) In the event that HAMMOND shall desire, at the expiration of this contract to continue to purchase water from the UTILITY, it shall, six (6) months before the expiration of this contract, so notify the UTILITY, and if both parties agree that it would be in their respective best interests to renew the contract, then the contract shall be renewed for an additional period of twenty (20) years at rates terms and conditions to be agreed upon at that time.

(16) Indemnification

The UTILITY shall not be responsible in damages to person or property for any failure to supply water or for interruption of the Lake Water supply furnished hereunder. HAMMOND shall require that CHICAGO HEIGHTS and all of its customers agree to hold harmless and indemnify HAMMOND and/or the UTILITY against any and all claims for losses, liability or damage, including fees and expenses, arising out of or in connection with the delivery and sale of the Lake Water after it is received by CHICAGO HEIGHTS at the Point of Delivery. CHICAGO HEIGHTS and all of its customers shall assume all risks of loss, damage or injury to person or property, in the distribution of said Lake Water after received at the Point of Delivery. HAMMOND shall also require that CHICAGO HEIGHTS agree to hold harmless and indemnify HAMMOND and/or the UTILITY against

all claims for any dispute, loss, damage, or injury sustained, of any kind, nature or description, including attorneys' fees and expenses incurred by HAMMOND and/or the UTILITY by reason of any claims made against HAMMOND and/or the UTILITY by residents or Authorized Users of CHICAGO HEIGHTS, relating to HAMMOND's furnishing Lake Water to CHICAGO HEIGHTS under the CHICAGO HEIGHTS CONTRACT. In the CHICAGO HEIGHTS CONTRACT, HAMMOND shall require that if there are ever any claims arising out of that Agreement wherein CHICAGO HEIGHTS, HAMMOND and/or the UTILITY are parties to the dispute, that attorneys' fees and costs shall be awarded to the prevailing party or parties.

(17) Notices

All notices under this Agreement shall be in writing either delivered or mailed, certified mail return receipt requested, to CHICAGO HEIGHTS at:

Office of the Mayor
The City of Chicago Heights, Illinois
1601 Chicago Road
Chicago Heights, IL 60411;

to HAMMOND at:

Mayor,
Civil City of Hammond
5925 Calumet Avenue
Hammond, IN 46320;

and, to the UTILITY at:

CEO, Hammond Water Works Department
6505 Columbia Avenue
Hammond, IN 46320;

or at such other address as such party by written notice may designate and shall be

deemed given when so delivered.

(18) Miscellaneous Provisions

- (A) This Agreement supersedes all prior negotiations or understandings and is the whole agreement of the parties. There are no other oral or written agreements concerning the subject of this Agreement other than the agreement between HAMMOND and CHICAGO HEIGHTS referred to herein as the CHICAGO HEIGHTS CONTRACT. The provisions of this Agreement shall be interpreted when possible in a manner to sustain their legality and enforceability. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in any other situation or the remaining provisions of this Agreement. If any part of this Agreement shall be held invalid for any reason the remainder of this Agreement shall remain valid to the maximum extent possible. This Agreement is to be performed in the State of Indiana and is to be construed under applicable Indiana law which shall apply to its enforcement, construction and interpretation. In the event the need for enforcement of any provision in this Agreement or its interpretation arises, the parties agree to submit to the jurisdiction of the Federal and State Courts located in the State of Indiana having jurisdiction.
- (B) In the event any statute, either of the United States, the State of Indiana, or any rule is promulgated by any governmental agency of the United States or of the State of Indiana, binding upon HAMMOND and/or the UTILITY,

and by reason thereof HAMMOND and/or the UTILITY shall not be permitted to deliver water to CHICAGO HEIGHTS or any of CHICAGO HEIGHTS' customers, as provided for in this contract, then this contract may be cancelled by HAMMOND or the UTILITY without any liability to CHICAGO HEIGHTS or any of CHICAGO HEIGHTS' customers.

- (C) This Agreement is subject to cancellation by HAMMOND or the UTILITY in the event that any Court of competent jurisdiction decrees that HAMMOND and/or the UTILITY has no right to contract for, sell, disperse, distribute or otherwise limits the amount of Lake Water that HAMMOND or the UTILITY may deliver to any municipality or user residing outside of the corporate limits of Hammond, Indiana or the State of Indiana.
- (D) HAMMOND shall require that CHICAGO HEIGHTS and all of its customers agree to not commit any intentional acts or omissions that would cause HAMMOND to be in breach of this Agreement.
- (E) HAMMOND shall not permit CHICAGO HEIGHTS or any of its customers to resell water, either on a retail or wholesale basis, to any users outside their territorial limits without receiving the prior written approval of HAMMOND or the UTILITY.
- (F) HAMMOND designates the engineering staff of the UTILITY as the engineers to make final decisions relative to any engineering questions or problems arising either under this contract or any of the contracts between HAMMOND and its Illinois customers.

(G) This Agreement may be amended only upon mutual agreement of both parties in writing.

(H) The authority of the officials of HAMMOND to execute this Agreement is evidenced by the authority of the Board of Public Works and Safety of HAMMOND of Hammond given by the attached Resolution adopted at a regular meeting held on the 7th day of ~~January~~^{FEBRUARY}, 2013

(I) The authority of the officials of the HAMMOND WATER WORKS DEPARTMENT of the City of Hammond, Indiana to execute this Agreement is evidenced by the Resolution adopted by the Board of Directors of said department, at a regular meeting of said Board of Directors duly held on the 13th day of ~~January~~^{FEBRUARY}, 2013.

IN WITNESS of this Agreement, the HAMMOND WATER WORKS DEPARTMENT of the City of Hammond, Indiana and the CIVIL CITY OF HAMMOND, INDIANA have executed this Agreement as of the 13th day ~~January~~^{FEBRUARY}, 2013.

BOARD OF DIRECTORS, HAMMOND
WATER WORKS DEPARTMENT

BY: Sharon M. Daniels
SHARON DANIELS, PRESIDENT

ATTEST:

Sam A Walker

16

BOARD OF DIRECTORS,
HAMMOND WATER WORKS
DEPARTMENT

PAUL WALKER, SECRETARY)

BOARD OF PUBLIC WORKS & SAFETY)


MEMBER)


MEMBER)


MEMBER)

ATTEST: 

CIVIL CITY OF HAMMOND,
INDIANA

APPROVED:)


THOMAS M. McDERMOTT, JR.,
MAYOR)


ROBERT J. GOLEC, CITY CLERK)

ATTEST

CIVIL CITY OF HAMMOND,
INDIANA

**FIRST AMENDMENT TO THE
2018 AGREEMENT BETWEEN THE
CITY OF CHICAGO HEIGHTS, ILLINOIS AND THE
CIVIL CITY OF HAMMOND, INDIANA**

This First Amendment to the 2018 Agreement Between the City of Chicago Heights, Illinois, and the Civil City of Hammond, Indiana ("First Amendment to the 2018 Agreement"), effective as of the date the last party signs below, is entered into by and between the CIVIL CITY OF HAMMOND, INDIANA, a municipal corporation, by its duly authorized Board of Public Works and Safety and its Mayor (hereinafter referred to as "HAMMOND") and the CITY OF CHICAGO HEIGHTS, ILLINOIS, a municipal corporation, by its duly authorized City Council and its Mayor (hereinafter referred to as the "CITY") (HAMMOND and the CITY together hereinafter referred to as the "Parties" or each alone as a "Party.").

RECITALS

WHEREAS, the Parties entered into an agreement effective February 14, 2013, entitled "PURCHASE AGREEMENT BETWEEN THE CITY OF CHICAGO HEIGHTS, ILLINOIS AND THE CIVIL CITY OF HAMMOND, INDIANA" ("2013 Agreement");

WHEREAS, the Parties entered into an amendment of the 2013 Agreement effective September 5, 2018, entitled "[2018] AGREEMENT BETWEEN THE CITY OF CHICAGO HEIGHTS, ILLINOIS AND THE CIVIL CITY OF HAMMOND, INDIANA" ("2018 Agreement");

WHEREAS, the 2013 Agreement as amended and the 2018 Agreement remain in full force and effect as of the effective date of this First Amendment to the 2018 Agreement;

WHEREAS, unless otherwise specifically defined herein, capitalized terms used in this amendment shall have the meanings ascribed to them in the 2013 and 2018 Agreements.

WHEREAS, as contemplated in the 2018 Agreement, CITY has provided HAMMOND notice of intent to purchase for distribution at a future date an amount of Additional Water Quantity;

WHEREAS, the Parties desire to make certain changes to the 2018 Agreement;

Now therefore, HAMMOND and the CITY agree as follows:

FIRST AMENDMENT

1. Paragraph 4 of the 2018 Agreement is amended to read as follows:

*EXHIBIT
A-3*

The Parties desire the term of the Agreement to be extended to twenty-five years after the date the CITY begins distributing Additional Water Quantity to an Additional Authorized Water User. Because such date is uncertain but expected to occur in 2022, the Parties agree that their Agreement shall expire December 31, 2047, contingent upon CITY'S purchase of some amount of Additional Water Quantity in or before 2022. However, if CITY fails to purchase some amount of Additional Water Quantity in or before 2022, the term of the Agreement is unchanged by this amendment, meaning the Parties' Agreement shall expire February 14, 2038, as provided in Paragraph 4 of the 2018 Agreement.

2. Paragraph 11 of the 2018 Agreement is amended to read as follows:

The rate for the Additional Water Quantity supplied under Paragraph 7 of the 2018 Agreement shall be \$2.05 per one-thousand gallons ("AWQ Base Rate"). Beginning January 1, 2023, the AWQ Base Rate shall be adjusted annually by increasing the AWQ Base Rate by the increase in the Consumer Price Index – For All Urban Consumers (CPI-U) for the preceding 12-month period ("Adjusted AWQ Base Rate"), provided, however that the amount of the annual increase shall not be less than 1 percent (1%) and shall not be more than 3 percent (3%) irrespective of the actual change in the CPI-U. Each annual increase thereafter in the Adjusted AWQ Base Rate shall be cumulative of the preceding annual increase. If and when HAMMOND begins selling Increased AWQ to CITY as provided in Paragraph 9 of the 2018 Agreement, the rate for any Increased AWQ shall be the Adjusted AWQ Base Rate then in effect and shall be subject to further increase as provided in this paragraph.

3. Except as specifically set forth in this First Amendment to the 2018 Agreement, all terms, conditions, and provisions of the 2013 Agreement as amended and the 2018 Agreement remain unmodified and in full force and effect.

4. This First Amendment to the 2018 Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute the same instrument.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS this Agreement, the CITY and HAMMOND have executed this First Amendment to the 2018 Agreement as of the _____ day of _____, 2019.

_____)	
CITY COUNCIL MEMBER)	
)	
)	CITY OF CHICAGO
)	HEIGHTS, ILLINOIS
)	

CITY COUNCIL MEMBER

APPROVED:

_____)	
DAVID A. GONZALEZ, MAYOR)	
)	
)	CITY OF CHICAGO
)	HEIGHTS, ILLINOIS
)	

LORI WILCOX, CITY CLERK

BOARD OF PUBLIC WORKS & SAFETY

MEMBER

MEMBER

MEMBER

ATTEST:

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CIVIL CITY OF HAMMOND,
INDIANA

APPROVED:

THOMAS M. McDERMOTT, JR.
MAYOR

ROBERT J. GOLEC, CITY CLERK

)
)
)
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)

CIVIL CITY OF HAMMOND,
INDIANA

EXHIBIT C

List of current City Municipal Customers:

South Chicago Heights

Glenwood

Thornton

Ford Heights