

STATE OF ILLINOIS )

COUNTY OF C O O K ) SS.

COUNTY OF W I L L )

**CLERK'S CERTIFICATE**

I, **KRISTIN A. THIRION**, the duly elected and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

**RESOLUTION NO. 2017-R-036**

**A RESOLUTION AUTHORIZING THE 2017 HOLD HARMLESS AND INDEMNIFICATION AGREEMENT WITH THE ILLINOIS SECTION OF THE AMERICAN WATER WORKS ASSOCIATION (ISAWWA) FOR THE USE OF A WATER TRAILER.**

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 20<sup>th</sup> day of June, 2017, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 20<sup>th</sup> day of June, 2017.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

**AYES:** Younker, Pannitto, Berg, Brady, Glotz, Mangin

**NAYS:** None

**ABSENT:** None

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Kristin A. Thirion  
Village Clerk

**RESOLUTION NO. 2017-R-036**

**A RESOLUTION AUTHORIZING THE 2017 HOLD HARMLESS AND INDEMNIFICATION AGREEMENT WITH THE ILLINOIS SECTION OF THE AMERICAN WATER WORKS ASSOCIATION (ISAWWA) FOR THE USE OF A WATER TRAILER.**

**WHEREAS,** the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Hold Harmless and Indemnification Agreement with the Illinois Section of the American Water Works Association (ISAWWA), a true and correct copy of such Hold Harmless and Indemnification Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

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

**Section 1:** The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

**Section 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

**Section 3:** That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

**Section 4:** That this Resolution shall take effect from and after its adoption and approval.

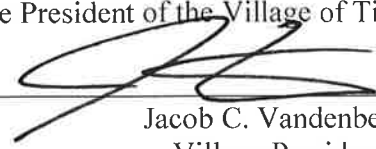
**ADOPTED** this 20<sup>th</sup> day of June, 2017, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:** Younker, Pannitto, Berg, Brady, Glotz, Mangin

**NAYS:** None

**ABSENT:** None

**APPROVED** this 20<sup>th</sup> day of June, 2017, by the President of the Village of Tinley Park.

  
\_\_\_\_\_  
Jacob C. Vandenberg  
Village President

**ATTEST:**

  
\_\_\_\_\_  
Kristin A. Thirion  
Village Clerk

**EXHIBIT 1**

# PORTABLE DRINKING WATER TRAILER



## INTERESTED IN HOSTING THE ISAWWA WATER TRAILER FOR YOUR EVENT?

ISAWWA OFFERS  
THIS OPPORTUNITY FREE  
OF CHARGE!

FOR MORE INFORMATION  
& GUIDELINES VISIT:  
<http://tinyurl.com/water-trailer-request>

The ISAWWA Water Trailer allows municipalities to hook up their potable water supply and provide fresh drinking and wash water for events. The trailer features educational materials on water sources, treatment, and distribution, as well as water conservation concepts. In addition to its integrated five drinking fountains, two sinks, and a pet spigot, it can be used as an excellent public relations and educational tool for school events, festivals, picnics, parties, etc.

### TRAILER RESERVATION FORM:

Fax to: 866-521-3591 or Mail to: 545 S. Randall Rd., St. Charles, IL 60174.

Trailer is available on first-come, first-served basis and may not be available for all requests.

Name: \_\_\_\_\_

Company/Utility: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Date(s) Requested: \_\_\_\_\_

### FOR MORE INFORMATION

Visit: [www.isawwa.org](http://www.isawwa.org) or contact Laurie by phone or email [P] 866-521-3595 ext. 1 [E] [laurie@isawwa.org](mailto:laurie@isawwa.org)



HOLD HARMLESS AND INDEMNIFICATION

This Hold Harmless and Indemnification is undertaken by THOMAS KOPIANSKI, on behalf of the organization or entity known as TIMBER PARK (hereinafter known as Organization) and on behalf of the organization known as Illinois Section of the American Water Works Association located at 545 S. Randall Road, St Charles, Illinois 60174 (hereinafter called "ISAWWA") . This Hold Harmless and Indemnification is undertaken at \_\_\_\_\_, Illinois, on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**WHEREAS**, the Illinois Section of the American Water Works Association (hereinafter "ISAWWA") owns a certain Portable drinking water trailer (hereinafter called Trailer), which the members of the ISAWWA sometimes uses as a portable drinking water station at public events, such as community festivals or parades; and

**WHEREAS**, the undersigned, on behalf of the Organization wishes to borrow said Trailer from the ISAWWA for use at a local event of the Organization between the dates of JULY 14-17, 2017 and AUGUST 2-3, 2017

**WHEREAS**, the ISAWWA requires, prior to giving permission as requested and as set forth above, that the undersigned enter into this Hold Harmless and Indemnification of the ISAWWA in order to absolve the ISAWWA from any damages or claims, now or in the future which may arise from the aforesaid operation and activities of the Organization utilizing the Trailer;

**NOW, THEREFORE**, in consideration of the ISAWWA granting permission to the Organization to borrow the Trailer from the ISAWWA, and to operate it for purposes such as temporary drinking water station and public relations in connection with its event, the undersigned hereby undertakes as follows:

1. The recitals set forth above are hereby incorporated into this Hold Harmless and Indemnification, as though fully set forth here, word-for-word.

2. The undersigned on behalf of the Organization hereby knowingly, freely, voluntarily and specifically agrees that the ISAWWA, its elected officials and/or employees, shall not be liable for any loss, damage, injury or other liability or expenses which may be incurred Organization, as a result of their use of the ISAWWA portable drinking water trailer at their function. Further, the undersigned assumes any and all risks, and waives and releases any and all causes of action or rights which might accrue to the undersigned as a result of their use of the aforesaid vehicle.

3. The undersigned further agrees to save, indemnify and hold harmless the ISAWWA, its elected officials and employees, from any and all claims or judgments, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising from injury to persons or property, resulting from, or based upon, their use of the aforesaid vehicle.

June 20, 2017  
Date

  
Name

Village President  
Office or Position

Village of Tinley Park  
Organization/Entity

16250 S. Oak Park Ave  
Address

Tinley Park, IL 60477

## ISAWWA Water Trailer Schedule

Pickup	Return	Town
4/28/2017	5/1/2017	Mt. Prospect
6/19/2017	6/26/2017	Geneva
6/30/2017	7/5/2017	Mt. Prospect
7/14/2017	7/17/2017	Tinley Park
7/21/2017	7/24/2017	Mt. Prospect
8/1/2017	8/3/2017	Tinley Park
8/11/2017	8/15/2017	Montgomery
9/30/2017	10/1/2017	Bartlett
9/8/2017	9/11/2017	Monee
10/6/2017	10/9/2017	Mt. Prospect

Water Trailer stored at:

Geneva Treatment Plant  
 corner of Keslinger  
 & Peck - Big red  
 barn)

Contact:

Mike Martens

Geneva, IL 630-232-4060  
[mmartens@geneva.il.us](mailto:mmartens@geneva.il.us)  
 (630) 232-1501





**CERTIFICATE OF COVERAGE**

**MEMBER:** Village of Tinley Park

**COVERAGE TERM:** January 1, 2017 – December 31, 2017

This certificate is issued as a matter of information only and confers no rights upon the recipient. This certificate does not amend, extend or alter the coverages provided to the member

Intergovernmental Risk Management Agency (IRMA) is not an insurance company. IRMA is an Illinois intergovernmental cooperative agency established by contracting units of local government as defined in the Illinois Constitution of 1970 pursuant to Article VII, Section 10 thereof and Chapter 127, Section 746 of the Illinois Compiled Statutes. IRMA administers a joint risk pool and purchases insurance, as it deems expedient.

**COVERAGES:** This is to certify that the coverages listed below are provided by IRMA to the member named above for the Coverage Term indicated. This certificate is subject to all terms and conditions of the IRMA Bylaws and Coverage Document, and any applicable contract(s) of commercial insurance.

Type of Coverage and Limits

**Shall not be less than:**

General Liability	
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit
Workers' Compensation	Statutory Limits
Employers Liability	\$1,000,000 per occurrence
First Party Property – All Risk	
(Includes Auto Comp./Collision)	\$250,000,000 per occurrence

**REFERENCE:** Evidence of 2017 Coverage

**TERMINATION:** Should the member named above terminate its participation in IRMA prior to December 31, 2017, written notice thereof will be sent by first class mail to the party named below at the address indicated. However, failure to mail such notice shall impose no obligation or liability upon IRMA.

Authorized Representative of Intergovernmental Risk Management Agency:

Date: January 1, 2017

\_\_\_\_\_  
Margo Ely, Executive Director

**CERTIFICATE HOLDER:**

Copy to: