CLERK’S CERTIFICATE

I, PATRICK E. REA, 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. 2016-R-020

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION AND PERPETUAL MAINTENANCE OF STREAMBANK STABILIZATION OF MIDLOTHIAN CREEK WITH THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 21st day of June, 2016, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 21st day of June, 2016.

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: Maher, Grady, Pannitto, Vandenberg, Younker, Suggs

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 21st day of June, 2016.

[Signature]

Village Clerk
RESOLUTION NO. 2016-R-020

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION AND PERPETUAL MAINTENANCE OF STREAMBANK STABILIZATION OF MIDLOTHIAN CREEK WITH THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago, a true and correct copy of such Intergovernmental 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 Intergovernmental Agreement be entered into by the Village of Tinley Park, and but for the provision of the inducements therein the property would not be developed as provided therein;

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

ADOPTED this 21st day of June, 2016, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Maher, Grady, Pannitto, Vandenberg, Younker, Suggs

NAYS: None

ABSENT: None

APPROVED this 21st day of June, 2016, by the President of the Village of Tinley Park.

ATTEST: [Signature]

Village Clerk

[Signature]

Village President
RESOLUTION NO. 2016-R-020

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION AND PERPETUAL MAINTENANCE OF STREAMBANK STABILIZATION OF MIDLOTHIAN CREEK WITH THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF STREAMBANK STABILIZATION OF MIDLOTHIAN CREEK

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the “Agreement”) by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body politic existing under the laws of the State of Illinois (hereinafter “MWREDC”) and the Village of Tinley Park, a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois (hereinafter the “Village”).

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the “Act”), as amended on June 18, 2014 by Public Act 098-0652; and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of MWREDC; and

WHEREAS, the Act, as amended on June 18, 2014 by Public Act 098-0652, specifically authorizes MWREDC to plan, implement, and finance local activities relating to stormwater management in Cook County; and

WHEREAS, the Act further authorizes MWREDC to assume responsibility for maintaining any stream within Cook County; and

WHEREAS, the Village is located within the boundaries of Cook County; and

WHEREAS, pursuant to Article 11 of the Illinois Compiled Statutes, 65 ILCS 5/11-109-1, the Village has the authority to maintain waterways and stormwater structures within its corporate limits; and

WHEREAS, the Village is a home rule municipality and as such may exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, Midlothian Creek headwaters start near west of 84th Avenue and 175th Street extending to the confluence with the Little Calumet River and a segment of Midlothian Creek is located within the corporate limits of the Village; and
WHEREAS, active streambank erosion is threatening structures, infrastructure, and public safety along a portion of Midlothian Creek within the corporate limits of the Village; and

WHEREAS, stabilization of that streambank would provide increased protection of structures, infrastructure, and public safety from imminent risk; and

WHEREAS, MWRDGC intends to stabilize approximately 495 Linear Feet of Midlothian Creek in the Village of Tinley Park between 66th Court and Hickory Street as depicted on Exhibit 1 and establish the vegetation during the three-year establishment period (collectively, the stabilization work and the establishment of vegetation are hereinafter referred to as the “Project”) for the public benefit of reducing erosion and protecting structures, infrastructure, and public safety (“the Public Benefit”); and

WHEREAS, the Village intends to maintain the improvements constructed under the Project; and

WHEREAS, the Project and subsequent maintenance may be approached more effectively and economically with the Village and MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution allow and encourage intergovernmental cooperation; and

WHEREAS, on July 12, 2012, MWRDGC’s Board of Commissioners authorized MWRDGC to negotiate and enter into an intergovernmental agreement with the Village; and

WHEREAS, on June 21, 2016 the Village’s Board of Trustees authorized the Village to enter into an intergovernmental agreement with MWRDGC; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and other good and valuable consideration, the Village and MWRDGC hereby agree as follows:

**Article 1. Incorporation of Recitals.** The recitals set forth above are incorporated herein by reference and made a part hereof.
Article 2. Scope of Work.

1. MWRDGC shall cause to be prepared construction drawings, specifications, and details (hereinafter the “Construction Documents”) for the Project.

2. The Project will stabilize banks located along approximately 495 linear feet of Midlothian Creek in the Village of Tinley Park between 66th Court and Hickory Street.

3. The Project is expected to be approximately three years in duration and proposes to use bioengineering techniques such as geolifts, live stake vegetation, and gentler slopes to stabilize both banks.

4. MWRDGC shall provide the Village with a copy of 98% complete Construction Documents for the Village’s review and comment. The Village shall review and provide comments to MWRDGC in writing within 14 days of receipt of the 98% complete Construction Documents.

5. MWRDGC may incorporate the Village’s review comments with reasonable discretion.

6. MWRDGC, at its sole cost and expense, shall construct the streambank stabilization along Midlothian Creek in accordance with the final Construction Documents.

7. The Village may identify punch list items at Substantial Completion and Final Completion of the Project. MWRDGC will consider and incorporate all punch-list related comments from the Village with reasonable discretion. For purposes of this Agreement, “Substantial Completion” of the Project will occur when the MWRDGC has installed all Project improvements according to the final Construction Documents and the Village concurs; such concurrence shall not be unreasonably withheld. For purposes of this Agreement, “Final Completion” of the Project will be achieved upon the contractor’s completion of the mandatory 3-year growing season maintenance and monitoring period, (the “Establishment Period”) for native vegetation as required by the U.S. Army Corp of Engineers and in conformance with the performance standards set forth in the Monitoring and Maintenance Plan attached as Exhibit 2 and made a part hereof. The Establishment Period may be extended, if necessary, by the MWRDGC.

8. MWRDGC will make best efforts to achieve Final Completion of the Project by December 20, 2020.

Article 3. Permits and Fees.

1. Federal, State, and County Requirements. MWRDGC shall obtain all federal, state, and county permits required by law for the construction of the Project, and shall assume any
costs in procuring said permits. Additionally, MWRDGC will obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project, and will assume any costs incurred in procuring all such consents and approvals.

2. Municipal Requirements. The Village shall exempt MWRDGC and its contractors from all Village municipal permit requirements that may be applicable to the construction of the Project, including any associated fees. Additionally, the Village will exempt MWRDGC and its contractors from any fees associated with the Village's plan review and inspection of the Project. The Village may, upon written request and in the reasonable discretion of the Board of Trustees, also grant MWRDGC waivers to applicable work-hour limits and truck-traffic restrictions.

3. The MWRDGC shall establish the Project's vegetative improvements in accordance with Article 6 below. The MWRDGC shall obtain any and all permits necessary for the performance of the establishment work.

4. The Village shall maintain the Project improvements after Substantial Completion and Final Completion of the Project in accordance with Article 6 below. MWRDGC shall exempt the Village and its contractors from all MWRDGC permit requirements that may be applicable to the maintenance work set forth in Article 6. The Village shall obtain any and all other permits necessary for the performance of the maintenance work set forth in Article 6.

Article 4. Property Interests.

1. Prior to construction, MWRDGC will make best efforts to acquire from private property owners any temporary or permanent easements, license agreements or fee simple title necessary for construction of, maintenance of, and access to the Project. The Village will assist MWRDGC in efforts to obtain said property interests by facilitating discussions with property owners. In the event MWRDGC is unable to obtain all required property interests, the Agreement will be terminated in accordance with Article 9 below.

2. Should acquisition of property interests via compensation, or otherwise be necessary, the Village shall solely bear all associated costs, including the purchase price or easement fee as well as any attorneys' fees incurred by the Village in such acquisition. In the event the Village refuses to bear the associated costs, this Agreement will be terminated in accordance with Article 9 below.
3. Whereupon MWRDGC acquires permanent easements or any other property interest for maintenance and access from property owners, the rights and obligations for maintenance and access shall be shared by MWRDGC and the Village, however, in no event shall this provision be construed in contradiction to the provisions in Article 6 below. MWRDGC shall record all easements, licenses or deeds acquired for the Project with the Cook County Recorder of Deed’s office.

Article 5. Ownership.
1. Upon Substantial Completion of the Project, the Village will own the Project improvements listed in Appendix C of the Tax Certificate and Agreement ("Tax Agreement"), attached hereto as Exhibit 4, with the exception of the native vegetation, which the Village will own upon Final Completion of the Project (see Exhibit 3, “Notice of Final Completion and Acceptance for Construction and Perpetual Maintenance of Streambank Stabilization of Midlothian Creek.”)

2. The Village, at its sole cost and expense, shall after Final Completion perpetually control the use of said Project improvements as set forth in Appendix C of the Tax Agreement, attached hereto as Exhibit 4.

3. Nothing in this Agreement shall be construed as creating an ownership interest of MWRDGC after the date the Project improvements are turned over to the Village in any of the improvements constructed pursuant to this Agreement or set forth in Appendix C of the Tax Agreement.

1. During the Establishment Period, and prior to Final Completion, MWRDGC, at its sole cost and expense, shall establish and maintain the native vegetation in conformance with the requirements and performance standards of the Monitoring and Maintenance Plan (the “Plan”) attached as Exhibit 2 and hereby incorporated into this Agreement and Article 11 below.

2. The Village, at its sole cost and expense, shall, upon Substantial Completion of construction by the MWRDGC, perpetually maintain both stabilized streambanks (other than the native vegetation) of the Midlothian Creek between 66th Court and Hickory Street in accordance with Article 11 below and the Plan attached as Exhibit 2.
3. The Village, at its sole cost and expense, shall, upon Final Completion of construction by the MWRDGC and after the Establishment Period by MWRDGC has ended, perpetually maintain the native vegetation in accordance with the Plan and Article 11 below.

4. MWRDGC and the Village shall conduct joint annual inspections to ensure adequate maintenance of the stabilized streambanks and native vegetation. The Village shall not alter the stabilized streambanks of Midlothian Creek without prior written consent of MWRDGC, except for routine maintenance as described in the attached Plan.

5. In the event of failure of the Village to maintain the stabilized streambanks in conformance with the specific maintenance standards and requirements set forth in Exhibit 2, MWRDGC may issue a thirty (30) day written notice by certified or registered mail to the Village directing the Village to perform such maintenance. If maintenance required by the Plan has not been accomplished on or before thirty (30) days after such notice, MWRDGC may cause such maintenance to be performed and the Village shall pay MWRDGC the entire actual cost MWRDGC incurred to perform the required maintenance, based on documented costs necessary to bring the stabilized streambank or native vegetation into conformance with the specific maintenance standards and requirements set forth in Exhibit 2, and submitted to the Village in writing.

6. The MWRDGC shall have the necessary right of access to conduct maintenance and inspections.

7. In performing their obligations under this Article, the Village and MWRDGC shall comply with all access restrictions and notice requirements set forth in the easements, liens or deeds recorded pursuant to Article 4 of this Agreement.

Article 7. Notification.

1. Bid Advertisement. The MWRDGC shall provide the Village with 30 days notice prior to Bid Advertisement for the Project. The MWRDGC shall be responsible for compliance with all bidding laws and public contracting requirements applicable to the Project and its construction.

2. Construction. MWRDGC shall provide the Village with a construction schedule and provide the Village a minimum of 72 hours notice before the following project milestones:
   • Start of work
   • Substantial Completion
   • Final Completion of the Project
• The conclusion of the three (3) year Establishment Period by MWRDGC and corresponding Village review of improvements.

Article 8. Termination by the Village. Within 90 days after executing this Agreement, the Village may, at its option, and upon giving notice to MWRDGC in the manner provided in Article 27 below, terminate this Agreement as it pertains to the entire Project.

Article 9. Termination by MWRDGC. Prior to commencement of Construction of the Project, MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 27 below, terminate this Agreement as it pertains to the entire Project.

Article 10. Effective Date. This Agreement becomes effective on the date that the last signature is affixed hereto.

Article 11. Duration. Subject to the terms and conditions of Articles 8 and 9 above, this Agreement shall remain in full force and effect for perpetuity. The maintenance responsibilities of the Village shall remain in perpetuity, unless (a) the Village replaces the Project with improvements that are deemed by the MWRDGC to have equal or greater streambank stabilization benefit to the public; and (b) the cost of the Project has been amortized prior to its replacement in a manner consistent with the terms of the Tax Agreement.

Article 12. Non-Assignment. Neither party may assign its rights hereunder without the written consent of the other party. The Village may perform its maintenance and other obligations hereunder either with its own employees or, in the sole discretion of the Village, through a third-party contractor of its choosing.

Article 13. Waiver of Personal Liability. No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party’s execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 14. Indemnification. The Village shall defend, indemnify, and hold harmless MWRDGC, its commissioners, officers, employees, and other agents (hereinafter “MWRDGC Party”) from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys’ fees
and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against MWRDGC Party and arise out of or are in any way related to: (1) the Village’s ownership or maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to either MWRDGC or the Village under this Agreement.

The MWRDGC shall defend, indemnify, and hold harmless the Village, its appointed and elected officials, officers, past, current and future presidents and trustees/board members, agents, engineers, attorneys, employees and volunteers (hereinafter “Village Party”) from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys’ fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the Village Party and arise out of or are in any way related to: (1) the MWRDGC’s design or construction of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to either MWRDGC or the Village under this Agreement.

**Article 15. Representations of the Village.** The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village;
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

**Article 16. Representations of MWRDGC.** MWRDGC covenants, represents, and warrants as follows:

1. MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of MWRDGC are duly authorized to sign same on behalf of and to bind MWRDGC;
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the
terms or provisions of or constitute a default under any agreement of MWRDGC or any instrument to which MWRDGC is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 17. Disclaimers. This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between MWRDGC and any party other than the Village.

Article 18. Waivers. Whenever a party to this Agreement by proper authority waives the other party’s performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 19. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 20. Necessary Documents. Each party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the completion of the Project, MWRDGC shall provide the Village with a full sized set (24” x 36”), unbounded on vellum, of “As-Built” drawings for the Project. The drawings shall be affixed with the “As-Built” printed mark and must be signed by both the resident engineer and the contractor. MWRDGC shall provide the Village with an O&M Plan.

Article 21. Deemed Inclusion. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions; however, in no event
will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

**Article 22. Entire Agreement.** This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

**Article 23. Amendments.** This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

**Article 24. References to Documents.** All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

**Article 25. Judicial and Administrative Remedies.** The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement will be executed in quadruplicate.

The rights and remedies of MWRDGC or the Village shall be cumulative, and election by MWRDGC or the Village of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

**Article 26. Tax Exempt Status.** The Village shall not use or permit to be used or operate the Project in any manner or for any purpose or take any action or omit to take any action which could result in loss of the exclusion from gross income for federal income tax purposes of the interest on any obligations of the District or the loss of any credit payment or tax credit to the MWRDCG or any other party from the United States Treasury (such as, for example, was
available to units of local government for “build America bonds”) (any of such advantages being “Tax Advantaged Status”), as such Tax Advantaged Status is governed by the federal income tax laws, as amended from time to time, including but not limited to, Sections 54 through 57, 103, and 141 through 150 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated there under or decisions of any court of competent jurisdiction (collectively, the “Tax Laws”). The Village agrees to provide a certification and agreement, in the form as attached to this Agreement, regarding compliance with the Tax Laws (the “Tax Agreement”). In the event modification of such form of certification is required, such modification shall be passed upon by bond counsel to the MWRDGC.

**Article 27. Notices.** Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by overnight messenger service, upon receipt, or by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., “INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF STREAMBANK STABILIZATION OF MIDLOTHIAN CREEK” must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 28, unless otherwise specified and agreed to by the parties.
**Article 28. Representatives.** Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement.

For MWRDGC:  
Director of Engineering  
Metropolitan Water Reclamation District of Greater Chicago  
100 East Erie Street  
Chicago, Illinois 60611  
Phone: (312) 751-7905  
FAX: (312) 751-5681

For the Village:  
Village Manager, Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, Illinois 60477  
Phone: (708) 444-5000  
FAX: (708) 444-5009

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.
IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Tinley Park, the parties hereto, have each caused this Agreement to be executed by their duly authorized officers, on the dates specified below.

VILLAGE OF TINLEY PARK

[Signature]
David G. Gorman, Village Mayor

ATTEST:

[Signature]
Patrick E. Rea, Village Clerk

[Signature]
June 24, 2016
Date
[This page is intentionally blank.]
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance

Executive Director

ATTEST:

Clerk

8/10/16

Date

APPROVED AS TO ENGINEERING, OPERATIONS, AND TECHNICAL MATTERS:

Engineer of Stormwater Management

7/7/16

Date

Assistant Director of Engineering

7/7/16

Date

Director of Engineering

7/8/16

Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

8/4/16

Date

General Counsel

8/4/16

Date
Exhibit 1: Streambank Stabilization for Midlothian Creek (MTCR)
[This page is intentionally blank.]
A stream bank stabilization project is being proposed for two reaches along Midlothian Creek located within the Little Calumet River Watershed in Tinley Park, Illinois (the “Site”). As part of the overall site improvements (the “Project Improvements”), the following elements are proposed:

- Bank stabilization, in-stream stabilization/habitat, and riparian corridor enhancement
- Implementation of a Monitoring & Maintenance Plan
- Annual Inspections

Preparation and Implementation of an On-Site Stream and Riparian Corridor Monitoring & Maintenance Plan

A stream and riparian corridor Monitoring & Maintenance plan (the Plan”) has been developed for the Site, including detailed grading and vegetative plans. The Plan includes a variety of bio-engineering treatments and vegetation (seed mixtures and plugs), utilizing native prairie species within the appropriate streamside planting zones. Planting zones have been established based on proposed ground elevations and their corresponding hydrologic, hydraulic, soils, and sunlight conditions and function. Included with the Plan is a series of steps outlined below for monitoring and maintaining the stream reach. Field data sheets that accompany the steps below are to be used for on-site assessments.

Monitoring & Maintenance Plan

The success of the stream bank stabilization and riparian corridor enhancement depends upon routine monitoring and maintenance. The Plan recommends a method and timing of monitoring & maintenance activities and identifies the responsible parties. The Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) shall be responsible for the short-term monitoring and establishment (3 years) period (?) (the “Establishment Period”) and the Village of Tinley Park (Village) will be responsible for the long-term monitoring & maintenance (>3 years), maintenance costs, and operation of the maintenance activities. Maintenance shall include any activity necessary to meet the designated performance standards and then maintain the restored area at the third year standard (or higher) designated within this Plan. Bio-engineering recommendations are from Chapter 16 of the NRCS National Engineering Handbook Part 654 Stream Restoration Design.

The Village and MWRDGC shall conduct a joint annual inspection to ensure adequate maintenance of the stabilized streambank.

MWRDGC - Establishment Period (3 Years)

The MWRDGC may designate a qualified professional to monitor and report on the success of the creek restoration and riparian area enhancement during the (3-Year) establishment period. Monitoring and reports shall specifically address how well the planted communities and stream restoration components meet 3-year performance standards. A Maintenance & Monitoring Plan map and field data sheets should be used during site visits to help locate and assess planting zones and stream stabilization structures.

Restored areas shall be assessed at least once annually and following intense rain events to document vegetation establishment and general condition of the stream. More frequent site visits may be necessary to assess establishment needs. Existing conditions shall be photo-documented and described in the field data sheets during inspections. Installed native vegetation shall meet the performance criteria found in the specifications under Seeding and Herbaceous Perennial Planting.

Streams and watersheds are dynamic and therefore channel conditions and in-stream structures shall be inspected at least twice annually by the responsible party during spring and fall and following intense rain events as necessary. Stream bank, depth, width, slopes, point bars, pools, soil lifts, rock toe, j-hooks, cross-vanes, rock
vanes, and any other structures shall be monitored for changes and to understand the equilibrium of the stream channel within its riparian corridor. Signs of changes in base flow, aggradation and degradation, and changes in stream slope or sinuosity shall also be monitored and noted for future evaluation by a qualified professional.

Signs of water quality degradation, such as excessive turbidity, sediment, nutrient loading, odor, debris, and adverse changes to aquatic and terrestrial wildlife should be monitored and noted for further investigation. Sources of water quality impairments may be from off-site and not immediately evident. Upstream off-site changes in land use or land management shall also be noted along with any impacts from intense rainfall events.

A photographic record should be taken at the same locations, using fixed or permanent reference points, during spring and fall and following intense rainfall events. Channel changes should be measured with a survey tape, surveyor’s rod and level, or simply by visual inspection. Standard field data sheets are to be completed in order to document both positive and negative changes in a uniform manner. A reference reach nearby or upstream with similar dimensions and flow characteristics may be compared to ascertain the project changes, impacts, and level of success.

Village - Long Term Maintenance (>3 Years)
Long term (>3 Years) monitoring and maintenance shall be conducted by the Village. It is imperative that long-term maintenance continue after the initial short term establishment period is complete. Long-term maintenance will likely include the short-term establishment activities, but is expected to become less frequent as mowing becomes the primary management tool for controlling non-native species and as the channel reaches equilibrium in both bank stabilization and sediment transport. The success of native vegetation establishment and creek channel/slope stabilization should be recorded annually. Erosion around in-stream structures, downed trees/debris obstructions, and gullies or other evidence of sloughing should be assessed and repaired immediately by a qualified professional.

A recommended long term (year 4 and beyond) maintenance schedule is provided below.

### Table 1. Recommended Long Term (Year 3 and Beyond) Monitoring & Maintenance Schedule

<table>
<thead>
<tr>
<th>Task</th>
<th>1st Quarter</th>
<th>2nd Quarter</th>
<th>3rd Quarter</th>
<th>4th Quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Mowing:</strong> Conducted once annually if needed to control invasive species. Late June and late August are ideal mowing dates.</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2. Herbicide Application:</strong> Conducted at least annually if needed for weed control.</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3. Supplemental Woody Species Removal:</strong> Conducted as needed to keep woody invasives under control.</td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>4. Debris Removal/In-stream Structure Repair:</strong> Inspect &amp; Repair as needed</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

*Maintenance is recommended to be conducted during these quarters, however, it is not necessarily limited to the quarter(s) indicated.*

**Performance Standards**

Reports shall specifically address how well the planted communities and stream stabilization components meet 3-year performance standards listed below as derived from the plans & specifications.

**Vegetation Performance Standards**

*Selective Tree and Brush Removal*
• All cut stumps are to be treated upon initial removal. Not more than 10% of the cut stumps shall be re-sprouting one full growing season after completion of Selective Tree and Brush Removal. If more that 10% of cut stumps are re-sprouting, all re-sprouts shall be treated.

Native Seeding
• Each vegetation community will meet or exceed the following performance criteria three full growing seasons after provisional acceptance: 80% total plant cover and at least 60% relative cover by planted native species in each community. In addition, non-native and/or invasive native species shall collectively not comprise greater than 30% relative cover in each community. Invasive/non-native shrubs and trees shall not exceed 20% of any vegetation community.

Herbaceous Perennial Planting
• Planted herbaceous plants will meet or exceed the following performance criteria one full growing season after provisional acceptance: 70% survivorship of all herbaceous plants. If more that 30% of plants do not survive after one year, lost plugs shall be re-planted to meet the performance standard.

Bank Stabilization Performance Standards
• In-stream and bank areas stabilized with soil lifts, rock toe, j-hooks, cross-vanes, rock vanes, and native vegetation shall remain in place throughout one full year after project completion. Doing so allows structures to become sedimented into place and native vegetation to begin establishing. Although some stream adjustment is expected, if more than 10% of in-stream structures become destabilized after one year then rock toe that has washed away shall be patched with new rock toe; j-hooks, cross-vanes and rock vanes shall be shifted back into place and embedded; native vegetation plugs that have washed away shall be re-planted; and erosion control blanket that has become destabilized shall be trimmed and/or replaced, re-stapled, and keyed-in. Repairs shall be done with light tracked equipment to minimize disturbance to established areas and disturbance that exposes bare soil must be stabilized with materials per the design plans. MWRDGC reserves the right to change these directives if they are deemed to impose too much of an impact upon the project area. Repairs may be done with nominal dewatering techniques such as sandbag diversions and pumping.
[This page is intentionally blank.]
Village Manager

Village of Tinley Park
16520 S. Oak Park Avenue
Tinley Park, IL 60477

Subject: "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF STREAMBANK STABILIZATION OF MIDLOTHIAN CREEK"

NOTICE OF FINAL COMPLETION AND ACCEPTANCE FOR THE CONTROL, OWNERSHIP, AND PERPETUAL MAINTENANCE OF STREAMBANK STABILIZATION OF MIDLOTHIAN CREEK

Dear _________:

Notice is hereby given, pursuant to Article 5 of the Intergovernmental Agreement by and between the Village of Tinley Park and the Metropolitan Water Reclamation District of Greater Chicago for Construction and Perpetual Maintenance of Streambank Stabilization of Midlothian Creek ("Agreement"), that the Metropolitan Water Reclamation District of Greater Chicago completed the construction of the streambank stabilization and three-year establishment of the vegetation ("the Project") on ________________, 201__.

Accordingly, the Village of Tinley Park hereby acknowledges the completion of the Project and agrees to accept ownership control and perpetual maintenance of the improvements constructed under the Project as of the date of completion noted above and in accordance with Articles 5 and 6 of the Agreement.

Please sign below and return an original copy of this letter to our office. If you require further information, please contact _______________ at ________________.

Very truly yours,

Catherine A. O'Connor
Director of Engineering

ACKNOWLEDGED AND AGREED TO

this ______ day of _______________, 201__.

Village of Tinley Park

by: ________________
EXHIBIT 4

TAX EXEMPTION CERTIFICATE AND AGREEMENT

The Village of Tinley Park (the "VILLAGE") is executing this Tax Exemption Certificate and Agreement ("Tax Agreement") to allow the Metropolitan Water Reclamation District of Greater Chicago (the "MWRDGC") to transfer to the VILLAGE monies and Facilities financed with proceeds of tax-exempt bonds. This Tax Agreement covers the facilities or property listed in Appendix C (the "Facilities"). Appendix C may be amended from time to time if additional cash to acquire or improve such Facilities or Facilities themselves are transferred.

To the extent that the MWRDGC owned or controlled the Facilities, the VILLAGE and the MWRDGC have previously executed or will execute documents transferring ownership or control of the Facilities to the VILLAGE. The VILLAGE is aware that the MWRDGC has limited resources and might be unable to fund or transfer the Facilities without this Tax Agreement.

Section 1. Definitions and Appendices. Attached hereto are four Appendices, made a part hereof. Appendix A contains certain covenants and representations that may or may not impose burdens on the VILLAGE. Appendix B contains a glossary of definitions applicable to the tax covenants, including Appendix A. Appendix D, if any, includes a description of certain funds or accounts that, as described in Appendix A, may be subject to investment restrictions or rebate payments. Appendix C lists or describes the Facilities that are hereby made the subject of restrictions described herein.

Section 2. Expectations. These certifications set forth various facts regarding the transfers and establish the expectations of the VILLAGE as to future events regarding the transfers and the use of Facilities transferred. These certifications also establish facts and expectations related to any transferred Facilities, and any moneys of the VILLAGE or related entities held in funds or accounts related to the Facilities (if any). The VILLAGE recognizes that the Facilities were or will be financed in whole or in part with obligations that are intended to be tax-exempt. Certain certifications and covenants are presented here in summary form. Attached hereto as Appendix A are further details explaining how to comply with these covenants.

Section 3. Purpose of Transfer. The Facilities listed in Appendix C have been or are being transferred to the VILLAGE to allow the VILLAGE and MWRDGC to better manage stormwater. The VILLAGE, and not the MWRDGC, will control the operation and use of these Facilities except for annual inspections, and except that MWRDGC may perform needed maintenance (at the expense of the VILLAGE) if the VILLAGE does not adequately maintain the Facilities in accordance with the Monitoring and Maintenance Plan.

Section 4. Cash Transfer. The MWRDGC may from time to time transfer cash, rather than Facilities to a VILLAGE. Such cash transfers will either be to reimburse (in whole or in part) the VILLAGE for capital costs of Facilities for the control of stormwater within the area served by the MWRDGC or to provide the funds to purchase or construct such Facilities. In either case,
the VILLAGE will add any such Facilities to Appendix C before such Facilities become operational.

In the case of reimbursement, the VILLAGE will not accept such cash more than 18 months after the expenditure to be reimbursed. The VILLAGE also understands that the MWRDGC will be unable to make such a transfer if the expenditure was made prior to November 6, 2014.

If any cash is transferred for capital expenditures not made by the VILLAGE on or prior to the date of the transfer or involving a current outlay of cash for a capital expenditure the VILLAGE will segregate such funds for investment and tracking purposes. Such funds will be invested and disbursed only in accordance with Appendix A and any supplemental tax agreement. In order to establish that cash transferred to the VILLAGE on a particular date which involves a current outlay of the same amount of cash by the VILLAGE, the VILLAGE will either confirm to the MWRDGC that it reasonably expects on the date of receipt of funds that it will disburse all amounts to contractors or suppliers within five business days or it will acknowledge increased investment tracking, computation and payment obligations related to such funds.

Section 5. Payments to MWRDGC, Security for MWRDGC Debt. Unless the VILLAGE executes a separate supplemental tax agreement indicating otherwise, the VILLAGE will not provide any security for any debt of MWRDGC and the VILLAGE will not make payments to MWRDGC that could be used by MWRDGC to pay or secure its debt. No fees will be paid by the VILLAGE for use of the financed Facilities. No repayments will be required. This section will not be read to limit future contractual arrangements including separate tax covenants. Under the intergovernmental agreement between MWRDGC and the VILLAGE, if the VILLAGE does not properly maintain the Facilities, the MWRDGC may perform maintenance on the Facilities and charge the VILLAGE for such maintenance costs.

Section 6. Hedges. Neither the VILLAGE nor any member of the same Controlled Group as the VILLAGE has entered into or expects to enter into any hedge (e.g., an interest rate swap, interest rate cap, futures contract, forward contract or an option) with respect to any debt of the MWRDGC.

Section 7. Internal Revenue Service Audits. The Internal Revenue Service has not contacted the VILLAGE regarding any obligations issued by or on behalf of the VILLAGE in connection with its stormwater system and no such obligations are currently under examination by the Internal Revenue Service.

Section 8. Records. The VILLAGE agrees to keep and retain or cause to be kept and retained adequate records with respect to the investment, expenditure and use of all amounts and Facilities transferred by the MWRDGC to the VILLAGE and provide such records to the MWRDGC on reasonable request. The VILLAGE further agrees to maintain sufficient records to demonstrate compliance with all of the covenants set forth herein. Such records will be maintained at least until December 1, 2049, or such later date provided by the MWRDGC. If, as expected, cash is only transferred to the VILLAGE as reimbursement for prior expenditures or for current outlay, records to that effect will be sufficient investment and expenditure records. Records as to the use of Facilities shall apply to both Facilities constructed or acquired by the MWRDGC and
transferred to the VILLAGE and also to Facilities constructed or acquired with moneys provided by the MWRDGC.

Section 9. Investment Restrictions. Any money transferred by the MWRDGC to the VILLAGE that is not immediately allocated to an expenditure, must be invested in investments purchased at the market price, therefore, at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States of America purchased directly from the United States of America. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary. Except as provided in Appendix A, all moneys transferred by the MWRDGC to the VILLAGE shall be invested at a Yield not in excess of a Yield to be provided by the MWRDGC (which may, be revised by notice to the VILLAGE). Appendix A contains further details related to investment restrictions.

Section 10. Use Test. (a) No more than five percent of any of the Facilities will be used by any entity, other than a state or local government unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Facilities on the same basis as the general public. Such prohibited use includes any formal or informal arrangement with any entity, other than a state or local governmental unit that conveys special legal entitlements to any portion of the Facilities that is available for use by the general public or that conveys to any entity, other than a state or local governmental unit, any special economic benefit with respect to any portion of the Facilities that is not available for use by the general public. Such prohibited use might arise pursuant to a management contract, an output contract, or a contract to accept effluent from an entity. Such prohibited use will be deemed to occur if the VILLAGE enters into any contract with a third party (other than a state or local government) to manage stormwater process wastewater of the third party for a fee that is not generally applicable to similar entities with no contract.

(b) None of the amounts transferred to the VILLAGE will be used, directly or indirectly, to make or finance loans to any entity.

Section 11. No Sale of the Project. Except as provided in Appendix A, none of the Facilities is expected to be sold or otherwise disposed of prior to the earlier of (i) the last date of the economic life of the property or (ii) December 1, 2044.

Section 12. Use Contracts. Except as provided herein, the VILLAGE will not enter into any contract with any other person that provides special legal entitlements in any of the Facilities. The VILLAGE will not allow another entity to manage, control, or operate any of the Facilities. The VILLAGE will not contractually provide that any of the Facilities will be used to manage stormwater of a specific non-governmental entity. The VILLAGE may enter into a management contract or other contract concerning such property if it establishes that such contract does not create private use in excess of use permitted under Section 10 and it delivers to the MWRDGC an opinion of Bond Counsel to that effect with a copy of the contract.
Section 13. Cooperation. The VILLAGE will cooperate with the MWRDGC at the expense of the VILLAGE in defending any examination of bonds of the MWRDGC that financed any of the Facilities. Except to the extent that public safety concerns dictate otherwise, the VILLAGE will allow site visits by the MWRDGC, its counsel, and personnel of the Internal Revenue Service in response to an examination of such bonds.

Section 14. Annual Reporting. The VILLAGE will provide a report to the MWRDGC at least annually. The report shall state whether the VILLAGE has over the previous year complied with all of its covenants and shall enumerate any covenant violations. The VILLAGE shall maintain adequate procedures and records to allow it to make and support these annual reports. The VILLAGE shall also notify the MWRDGC within 60 days of discovery of any covenant violations.

Section 15. Remediation and VCAP. The VILLAGE will work with the MWRDGC to remediate any violation of the VILLAGE (at the expense of the VILLAGE). If the MWRDGC with the assistance of the VILLAGE is unable to remediate the violation, the VILLAGE, at the VILLAGE’s expense, will cooperate with the MWRDGC on seeking a voluntary closing agreement with the Internal Revenue Service.

Section 16. Future Events. The VILLAGE covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of Facilities or money transferred to it by the MWRDGC) if taking, permitting or omitting to take such action would cause any debt of the MWRDGC to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986 or would otherwise cause the interest on such bonds to be included in the gross income of the VILLAGE thereof for federal income tax purposes. The VILLAGE agrees that it will cooperate with the MWRDGC in responding to any inquiries from the Internal Revenue Service in connection with an examination of any of such debt.

If the VILLAGE has any questions regarding its responsibilities under these covenants, it will contact the MWRDGC and request clarification or additional guidance.

By, 
Authorized Signature for the Village of Tinley Park 
Dated: 21 June, 2016
Appendix A, Section 1. Funds and Accounts. Listed in Appendix D are all of the funds or accounts into which the VILLAGE may deposit cash transferred from the MWRDGC or earnings derived there from. Also included is a brief but accurate description of each.

The VILLAGE acknowledges that any such fund or account or portion of such fund or account (whether or not noted in Appendix D) is subject to rebate and investment restrictions except for any portions meeting exceptions described herein.

Appendix A, Section 2. Project Moneys Received. The VILLAGE will hold all amounts received from the MWRDGC not allocated to a capital expenditure paid by the VILLAGE prior to receipt or within five business days of receipt in a segregated fund or account herein referred to as the MWRDGC Project Fund.

The MWRDGC Project Fund shall be invested in U.S. Treasury obligations (including SLGS), or other investments permitted in writing by the MWRDGC in a Notification to the VILLAGE. The MWRDGC Project Fund will not be left uninvested except for amounts under $10,000 or amounts that are to be allocated to expenditure or investment within 5 business days.

Amounts will be withdrawn from the MWRDGC Project Fund only to the extent allocated to capital expenditures for costs of the Project. Except as described above, investment earnings on the MWRDGC Project Fund shall be retained in the MWRDGC Project Fund.

The VILLAGE shall provide the MWRDGC with the balance of the MWRDGC Project Fund on each date that the MWRDGC provides funds to the VILLAGE and on such other dates provided by the MWRDGC in a Notification to the VILLAGE. If any amounts or investments remain in the MWRDGC Project Fund after a date provided by the MWRDGC in a Notification to the VILLAGE then the VILLAGE will invest and disburse such amounts only in accordance with instructions provided in a supplemental Tax Agreement or in a Notification by the MWRDGC to the VILLAGE.

On the dates provided by the MWRDGC in a Notification to the VILLAGE, the VILLAGE will provide rebate and yield reduction payment computations to the MWRDGC based on yields provided by the MWRDGC in Notifications. If any computations show amounts owed on such investments, the VILLAGE shall promptly pay such amounts to the MWRDGC.

Appendix A, Section 3. Market Price Investment Restrictions. The VILLAGE will not invest any of the amounts received from the MWRDGC in any investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, or any agreement to supply investments on two or more future dates (including any guaranteed investment contract, forward supply contract, repurchase agreement, or any similar agreement) unless it awards such investment contract pursuant to competitive bidding in a manner approved by the MWRDGC and its counsel.
The VILLAGE may until a date provided by the MWRDGC in a Notification to the VILLAGE invest such amounts in certificates of deposit of banks or savings and loan associations that have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal only if the yield on the certificate of deposit (A) is not less than the yield on reasonably comparable direct obligations of the United States of America and (B) is not less than the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

Appendix A, Section 4. Federal Guarantees. Except for investments meeting the requirements of Appendix A, or prior to December 31, 2017, investments of moneys received from the MWRDGC shall not be made in (a) investments constituting obligations of or guaranteed, directly or indirectly, by the United States of America (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (e.g., Refcorp Strips)), or (b) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code). No portion of the moneys received from the MWRDGC has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States of America (or any agency or instrumentality thereof). A federal guarantee does not include any guarantee by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

Appendix A, Section 5. Rebate. Amounts received from the MWRDGC except as noted herein are subject to the Rebate requirement. The VILLAGE is responsible for calculating the amount of rebate if any due on such funds or accounts including those listed in Appendix D. Such rebate calculations shall be based on bond yields equal to yields provided from time to time by the MWRDGC. Such rebate computations shall be based upon a bond year ending on dates provided by the MWRDGC, and installment computation dates provided by the MWRDGC, and such other dates as may be provided by the MWRDGC from time to time. Such computations shall ignore “rebate credits” and shall not reflect any hold back amount permitted under the regulations. For example, the rebate amount shall be 100% on each computation date, not reduced to 90% as might be permitted under regulations. The VILLAGE shall pay to the MWRDGC the amount of rebate due with respect to each such account no later than 50 days after each installment computation date.

Appendix A, Section 6. Records. The VILLAGE shall retain records relating to each computation performed and all other investment records of amounts identified in Appendix A, Sections 1 and 2.

Such records shall include: (a) purchase price; (b) purchase date; (c) type of investment; (d) accrued interest paid; (e) interest rate; (f) principal amount; (g) maturity date; (h) interest payment date; (i) date of liquidation; and (j) receipt upon liquidation. If any investment becomes allocable to one of the funds or accounts described in Section 7 of the Tax Covenants on a date other than the date such investment is purchased, the records required to be kept shall include the fair market value of such investment on the date it becomes so allocated. Amounts or investments
will be segregated whenever necessary to maintain these records. Upon request of the MWRDGC, such records will be provided to the MWRDGC.

Appendix A, Section 7. Sale of the Project. The VILLAGE shall not sell or otherwise dispose of portion of the Facilities identified on Appendix C without prior written approval of the MWRDGC or as specifically allowed as described below:

(a) Other than as provided in the next sentence, no Facility identified on Appendix C nor any portion thereof has been, is expected to be, or will be sold or otherwise disposed of, in whole or in part, prior to the earlier of (i) the last date of the reasonably expected economic life to the VILLAGE of the property or (ii) December 1, 2044. The VILLAGE may dispose of personal property in the ordinary course of an established government program prior to the earlier of (i) the last date of the reasonably expected economic life to the VILLAGE of the property or (ii) December 1, 2044, provided: (A) the reasonably expected period of use of that property for governmental purposes is not less than twenty (20) years; (B) the VILLAGE reasonably expects on receipt of the property that the fair market value of that property on the date of disposition will be not greater than twenty-five (25) percent of its cost; (C) the property is no longer suitable for its governmental purposes on the date of disposition; and (D) the VILLAGE deposits amounts received from the disposition in a commingled fund with substantial tax or other governmental revenues and the VILLAGE reasonably expects to spend the amounts on governmental programs within six months from the date of the commingling.

(b) The VILLAGE acknowledges that if property identified on Appendix C is sold or otherwise disposed of in a manner contrary to (a) above, such sale or disposition may constitute a "deliberate action" within the meaning of the Regulations that may require remedial actions to prevent bonds financing the Cost Share from becoming private activity bonds. The VILLAGE shall promptly contact the MWRDGC if a sale or other disposition of property identified on Appendix C is considered by the VILLAGE.

Appendix A, Section 8. Maintenance of Tax Exemption. The VILLAGE recognizes that investors in tax exempt bonds are relying on these covenants, and will contact the MWRDGC if the VILLAGE determines that it may have violated any covenant or if it is unsure of any action required of it. The MWRDGC may under such circumstances provide the VILLAGE with additional instructions.

These tax covenants may be supplemented or amended by the VILLAGE and the MWRDGC, and covenants contained herein need not be observed if such supplementation, amendment, or non-observance will not adversely affect the tax status of any bonds of the MWRDGC intended to be tax exempt, and the VILLAGE obtains and delivers to the MWRDGC an opinion of Bond Counsel addressed to the MWRDGC to that effect.
APPENDIX B

GLOSSARY

"Bona Fide Debt Service Fund" means any fund or account (i) established and maintained primarily for the proper matching of revenues and debt service within a bond year and which is depleted at least once every year to an amount not in excess of a reasonably carryover amount not to exceed the greater of earnings on investments in such fund or account during the preceding bond year, or (ii) 1/12th of the principal and interest payments made from such fund for the preceding year.

"Bond Counsel" means any nationally recognized firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

"Commingled Fund" means any fund or account containing both Gross Proceeds and an amount in excess of $25,000 that are not Gross Proceeds if the amounts in the fund or account are invested and accounted for, collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the Code is not a Commingled Fund.

"Control" means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

(a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or

(b) to require the use of funds or assets of a Controlled Entity for any purpose.

"Controlled Group" means a group of entities directly or indirectly subject to Control by the same entity or group of entities, including the entity that has Control of the other entities.

"External Commingled Fund" means a Commingled Fund in which the Issuer and all members of the same Controlled Group as the Issuer own, in the aggregate, not more than ten percent of the beneficial interests.

"Properties" means the properties and/or facilities identified on Appendix C.

"MWRDGC" means the Metropolitan Water Reclamation District of Greater Chicago.

"Non-AMT Tax-Exempt Investments" (i) any obligation described in Section 103(a) of the Internal Revenue Code of 1986 (the "Code"), the interest on which is excludable from gross income of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; (ii) an interest in a regulated investment company to the extent that at least ninety-five percent of the income to the holder of the interest is interest that is excludable from gross income under Section 103 of the Code of any owner thereof for federal income tax purposes and is not an item of tax preference for
purposes of the alternative minimum tax imposed by Section 55 of the Code; and (iii) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. part 344 (to the extent permitted by law).

"Project" means the properties and/or facilities identified on Appendix C.

"Related Person" means a member of the same controlled group.

"Yield" means that discount rate which when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation (using semiannual compounding on the basis of a 360-day year) produces an amount equal to the obligation’s purchase price (or in the case of the Bonds, the issue price), including accrued interest.
APPENDIX C

FACILITIES SUBJECT TO USE RESTRICTIONS

1. Soil Lifts
2. Rock Toe
3. J-Hooks
4. Cross-Vanes
5. Rock Vanes
6. Native Vegetation
APPENDIX D

FUNDS OR ACCOUNTS CONTAINING MONEY TRANSFERRED FROM MWRDG TO THE VILLAGE

MWRDGC Project Fund. [NOT EXPECTED TO BE FUNDED]
**FORM OF NOTIFICATION OF KEY DATES AND NUMBERS**

For purposes of compliance with the Tax Exemption Certificate and Agreement executed on ____________, ___ 201__ by the Village of Tinley Park ("VILLAGE") and the Metropolitan Water Reclamation District of Greater Chicago (the "MWRDGC") the MWRDGC hereby notifies the VILLAGE of the following dates and values:

**Tax Agreement Section 4. Early Expenditure Date:** 11/06/2014

**Tax Agreement Section 8. Record Maintenance Date:** 12/01/2049
(This is 5 years after the final maturity date of the financing bonds.) This date may be revised further.

**Tax Agreement Section 11. Sale of Facilities Date:** 12/01/2044
(This is the final maturity date of bonds financing the Facilities.)

**Appendix A Section 2. Rebate Yield(s):** 2.73%
**Appendix A Section 2. Restriction Yield(s):** 2.73%
**Appendix A Section 2. Rebate Computation Date:** 12/31/2017

**Appendix A Section 3. Investment Restriction Date:** 12/31/2017

**Appendix A Section 4. Investment Restriction Date:** 12/31/2017

Dates used for Section 3 and Section 4 are both 3 years after the earliest issuance of bonds financing the Facilities

**Appendix A Section 5. Bond Yield:** 2.7%

**Appendix A Section 7. Earliest Sale Date of any financed property:** 12/01/2044

**Appendix A Section 7. Minimum Useful Life:** 20 years*.

*This is the number that when multiplied by 120% equals the weighted average maturity of bonds financing the Facilities.

(Form to be utilized for projects funded by District Bond Sale.)
ACKNOWLEDGEMENT OF RECEIPT OF FUNDS

The Village of Tinley Park (the "VILLAGE") provides this receipt for $_________ received by the VILLAGE on ____/____/____.

This amount is allocable to the following past, current or future expenditures check one:

<table>
<thead>
<tr>
<th>No.</th>
<th>Amount</th>
<th>Party Paid or to be Paid</th>
<th>Date Paid or Expected to be Paid</th>
<th>Past</th>
<th>Current</th>
<th>Future</th>
<th>Future Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

The expenditures described above may exceed (but not be less than) the amount received by the VILLAGE.

The VILLAGE will hold the sum of future expenditures in the MWRDGC Project Account to be invested and tracked as described in the Tax Agreement.

The VILLAGE confirms that all such expenditures are for the Project and that they are not being permanently financed from any other source.

Village of Tinley Park

By ________________________

Its: ______________________
[This page is intentionally blank.]