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RESOLUTION NO. 17-~~0605~~²

**RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
AN AGREEMENT FOR MUNICIPAL FINANCE ADVISORY SERVICES RELATED TO
THE IMPLEMENTATION AND FINANCING OF A NEW WATER SUPPLY DELIVERY SYSTEM
FOR THE MORTON GROVE-NILES WATER COMMISSION
WITH THE CITY OF EVANSTON AS WATER SUPPLIER**

**(MORTON GROVE-NILES WATER COMMISSION
AND SPEER FINANCIAL, INC.)**

WHEREAS, in 2017, the Morton Grove-Niles Water Commission ("MGNWC" or "Commission") was established by the Village of Morton Grove, a home rule Illinois municipal corporation ("Morton Grove"), and the Village of Niles, a home rule Illinois municipal corporation ("Niles"), by the adoption of ordinances pursuant to Division 135 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1, *et seq.*) ("Division 135"). The establishing ordinances are Morton Grove Ordinance 17-5, which was adopted on March 13, 2017, and Niles Ordinance No. 2017-19, which was adopted on March 14, 2017. In order to accomplish the objectives set forth in the above-referenced Ordinances, Morton Grove and Niles also approved, under those same Ordinances, an intergovernmental agreement entitled, "Intergovernmental Agreement For The Establishment And Operation Of The Morton Grove-Niles Water Commission And For The Purchase And Sale Of Water To The Commission For Commission Use And To Commission Wholesale Water Customers" (the "IGA"), to provide for the governance and operation of the MGNWC and to create the Board of Commissioners of the Morton Grove-Niles Water Commission ("MGNWC Board") to govern the MGNWC; and

WHEREAS, the MGNWC Board desires to approve and enter into an "Agreement For Municipal Finance Advisory Services Related To The Implementation And Financing Of A New Water Supply Delivery System For The Morton Grove-Niles Water Commission With The City Of Evanston As Water Supplier (Morton Grove-Niles Water Commission and Speer Financial, Inc.)" (the "Agreement") in substantially the same form as the copy of the Agreement attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, on December 14, 2016, Morton Grove and Niles issued a Request for Proposals, entitled "Request for Proposals For An Independent Financial Advisor Services For a New Water Supply Delivery System Issued December 14, 2016" (the "MG-N RFP"), to municipal finance advisory firms to solicit proposals to provide municipal financial advisory services to create a plan of finance that will produce adequate financing options for all aspects of the below-described water delivery system project, including land acquisition, short-term and long-term capital costs of the new water system, incurred professional services (e.g., engineering, legal and other required consultants), and construction of water transmission lines, pumping and storage, and other related water delivery and receiving infrastructure to be owned by the MGNWC that will extend from the City of Evanston's ("Evanston") point of delivery near the intersection of Emerson Street and McCormick Boulevard, which is Evanston's western border, to existing water receiving points (e.g., reservoirs and pumping facilities) owned and operated respectively by the MGNWC, Morton Grove and Niles, and located in Niles near the intersection of Harlem Avenue and Touhy Avenue, and located in Morton Grove near the intersection of Caldwell Avenue and Oakton Street, for Morton Grove and Niles (the "Services"); and

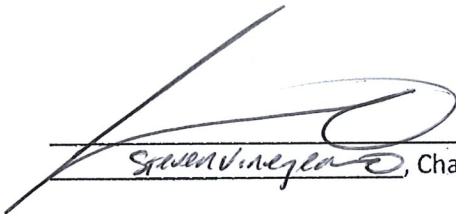
ADOPTED this 7th day of July, 2017, pursuant to a roll call vote as follows:

AYES: 2

NAYS: 0

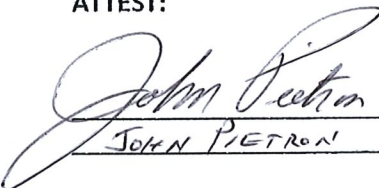
ABSENT: 0

PASSED by the Board of Commissioners of the Morton Grove-Niles Water Commission, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 7th day of July, 2017, and approved by the Chair, and attested by the Secretary on the same day.



S. V. ... , Chair

ATTEST:



JOHN PIETRONI , Secretary

Speer Financial, Inc.

INDEPENDENT MUNICIPAL ADVISORS

ESTABLISHED 1954

KEVIN
McCANNA
Chairman

DANIEL
FORBES
President

DAVID
PHILLIPS
Executive VP

RAPHALIA TA
McKENZIE
Senior VP

MAGGIE
BURGER
Senior VP

ANTHONY
MICELI
Senior VP

LARRY
BURGER
Vice President

MARK
JERETINA
Vice President

| ~~March 21~~ February 2, 2017

Mr. Steven Vinezeano
Village Manager
Village of Niles
1000 Civic Center Drive
Niles, Illinois 60714

Mr. William Balling
Managing Director
WRB LLC
412 So. Prindle Ave.
Arlington Heights, Illinois 60004

Mr. Ralph Czerwinski
Village Administrator
Village of Morton Grove
6101 Capulina Ave.
Morton Grove, Illinois 60053

Re: Village of Niles and the Village of Morton Grove, Illinois.
Municipal Advisory Services Related to the Implementation and Financing of a New Water Supply
Delivery System

Dear Mr. Vineziano, Mr. Czerwinski and Mr. Balling:

Speer Financial, Inc. ("Speer") is pleased to provide this Engagement Letter to the Village of Niles, Illinois and the Village of Morton Grove, Illinois (the "Clients") for our services as Municipal Advisor in connection with the issuance of the implementation and financing of a new water supply delivery system (the "Project"). This Engagement Letter is provided to memorialize the terms of Speer's engagement (the "Engagement") as your Municipal Advisor with respect to the Project.

Speer is providing this Engagement Letter to you to memorialize the terms of our engagement (the "Engagement") as your Municipal Advisor with respect to the Project. This Engagement Letter is required under current Federal securities law and serves to provide certain additional information to the Clients, such as disclosures of services, fees, terms and termination, conflict of interest and any material disciplinary actions.

Should the Clients choose to create and form a third party commission or agency for the purposes of the Project, Speer will consider such agency or commission a Client with respect to this Engagement.

Services. Speer agrees to provide to the Clients the municipal advisory services (the "Services") set forth in the attached **Exhibit A**. Certain limitations to Speer's Services are set forth in the attached **Exhibit B**. The Clients, as issuers of municipal securities, are also subject to certain other terms as it relates to the issuance of securities and Speer's Engagement. These terms are detailed in the attached **Exhibit C**.

Authorization. The Clients hereby authorize their Village Manager/Administrator and Finance Director and Project Manager related to the new water supply delivery system (the "Client Contacts") to receive this Engagement Letter and discuss with Speer the terms and disclosures of this Engagement Letter. Speer may also rely on the authority of such Client Contacts when receiving direction from such Client Contacts in the course of Speer providing its Services.

SPEER FINANCIAL, INC.

Representations of Client. MSRB Rules, in particular Rule G-42, require that Speer make a reasonable inquiry as to the facts that are relevant to the Clients' determination whether to proceed with a course of action or that form the basis for any advice provided by Speer to the Clients. MSRB Rule G-42 also requires that Speer undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate and incomplete information. Speer is also required to use reasonable diligence to know the essential facts about the Clients and the authority of each person acting on the Clients' behalf. Speer's Engagement does not include the verification of the truth or accuracy of such factual representations, as further described in the attached **Exhibit C**.

As such, the Clients represent and warrant that they will cooperate, and cause their agents to cooperate, with Speer in carrying out these regulatory duties, including providing to Speer accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties and to not intentionally omit any material information relevant to Speer's provision of services. In addition, to the extent the Clients seek to have Speer provide advice with regard to any recommendation made by a third party, the Clients shall provide Speer written direction to do so as well as any information it has received from such third party relating to its recommendation.

Integration and Amendment. This Engagement Letter constitutes and expresses the entire agreement of the parties with respect to the subject matter hereof, and all promises, undertakings, representations, agreements, understandings and arrangements, whether oral or written, with reference thereto are merged herein. No amendments to or alterations or variations of this Engagement Letter shall be valid unless made in writing and signed by the parties.

Counterparts. This Engagement Letter may be executed in any number of counterparts via facsimile or other electronic transmission, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

Dodd-Frank Compliance. Speer is a registered municipal advisor in good standing with both the SEC (#867-00043) and the MSRB (#K0162).

Required Disclosures. MSRB Rule G-42 requires that Speer provide the Clients with disclosures of material conflicts of interest and information regarding certain legal events and disciplinary history. Such disclosures are provided in the attached **Exhibit D**. Should the Clients have any questions or concerns with this disclosure, the Clients should promptly contact Speer.

Risk Disclosure. Each form of financing has particular financial characteristics and inherent risks. Provided in the attached **Exhibit E** is a general description of the most commonly used security structures of fixed rate municipal bonds in Illinois as well disclosures on the risks of each structure known to Speer at this time. Should the Clients have any questions or concerns with this disclosure, the Clients should promptly contact Speer.

EXHIBIT A

SPEER FINANCIAL, INC. MUNICIPAL ADVISOR SERVICES FOR THE VILLAGE OF MORTON GROVE AND THE VILLAGE OF NILES

Phase One: Preparation of Plan of Finance

Speer will provide the services necessary to create a Plan of Finance for the Clients' consideration. The Plan of Finance should address the phased needs of the project including:

1. Providing immediate assistance to the Villages consulting engineer in completing the project plan application to be filed with the IEPA by January 31, 2017.
2. Providing funding plan for the final design engineering services. The expectation is that the final engineering design work will commence August 1, 2017.
3. Providing funding plan for any land acquisition where public right-of-way may not be available. The expectation is that the land acquisition needs will be identified in the corridor route study as early as ~~March 2017~~ May 2017.
4. Assisting the Clients in securing financing for the physical construction elements likely to be assigned to multiple contractors. The expectation is that construction work will take place between January 2018 through November 2019.
5. Providing a recommendation on the allocation of project capital costs and the long-term operating costs to the participating members. Currently the intent of the Villages is to have both capital demand charges and operating charges proportional to actual use. The plan shall also provide for expanding the numbers of Members participating in the project.

The Plan of Finance must maximize the use of long-term, low-interest financing available from the IEPA and also should evaluate the conceptual proposal informally offered by the City of Evanston to finance the entire system for the Clients.

The Plan of Finance shall also identify the optimal strategy to complete the financing. All reasonable public funding alternatives may be considered to achieve the optimal financing.

Speer will work with the established Morton Grove and Niles teams in the development of the Plan of Finance. The Project Manager will serve as the Speer's contact point to discuss alternative approaches to the Plan of Finance in its development phase. This phase will include at least the following analysis:

1. Speer will become familiar with the Villages' respective financial conditions and policies, and will advise the Villages on debt policies and other policies that might affect the marketability of the Villages and or Water Commission bonds and its bond rating.
2. Speer will become familiar with the project and the Villages' plans for the project as well as the need for internal improvements for each Village to implement the project.
3. Speer will work with the Clients' Management Team and Village Managers, Finance Directors, and Villages' staff as may be necessary to determine the most advantageous

11. Arrange for the publishing of the notice of bond sale in the appropriate publications.
12. Manage the competitive or negotiated sale process. Arrange for advertising and premarketing of issue. Represent the Villages and or Water Commission at any bid opening for a public sale and analyze the bids, identify the most favorable bid, and make a recommendation as to award of the bid.

Act as the Villages and or Water Commission agent if bid negotiations are required. After the bid is awarded, prepare an actual debt service table based on accepted coupon rates. In the event of a negotiated offering, assist the Villages/entity in negotiating appropriate terms, reviewing spreads, comparing deals, analyzing market levels, and clarifying syndicate roles with selected underwriter or purchaser.

13. Attend the Board meetings immediately following the bond bid openings to present a summary of the bid opening.
14. Notify the successful bidder of the results of the bid opening and Board actions. Prepare the Final Official Statement and any other required disclosure documents and distribute as required.
15. Coordinate the delivery of the bonds and provide any other documents normally provided by a financial advisor in order for the bonds to close.
16. Attend bond closings if requested by the Villages/entity or bond counsel.
17. Review and explain the applicability of existing or proposed federal and state laws which affect the proposed issuance, with particular emphasis on federal arbitrage rules.
18. Provide continual assistance to member of the Clients' team in procuring IEPA low interest loans currently available with 20-year repayment schedules and any potential WIFFIA 30-year financing through the IEPA which may become available.

EXHIBIT C

OTHER TERMS OF THE SPEER ENGAGEMENT

Please note the following with respect to the Clients' role in connection with each issuance of securities.

1. It is important for the Clients to read and understand the documents Speer provides to the Clients because the Clients will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the securities. If the documents contain incorrect or incomplete factual statements, the Clients must call those to Speer's attention. Speer will not perform an independent investigation or verification to determine the accuracy, completeness or sufficiency of any such document or render any advice, view or comfort that the Disclosure Document or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Any information in such documents does not constitute a review, audit or certified forecast of future events and any such financial information may not conform to accounting principles applicable to compilations of financial information. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the securities or the adequacy of disclosures made in the Disclosure Document under State and Federal securities laws, with resulting potential liability for the Clients. During the course of its Engagement, Speer will assume and rely on the Client to provide Speer with complete and timely information on all developments pertaining to any aspect of the securities and their security. Speer understands that the Clients will cooperate with Speer in this regard.
2. To the extent that during the course of Speer's advising the Clients a relevant matter comes to Speer's attention which appears to be contrary to what is contained in the transaction documents including any representations in the transaction documents or in the Disclosure Document, Speer may ask the Clients about such apparent divergence of the facts; but to the extent that the facts and representations stated in the documents Speer provides to the Clients, and are not corrected by the Clients, Speer is then relying upon the Clients' signed certifications for their truth, accuracy and completeness.
3. Issuing the securities as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the securities, the Clients are obligated under that State and Federal securities laws and the Federal tax laws to disclose all material facts. The Clients have a duty to exercise "due diligence" in determining the accuracy and completeness of the information used in the Disclosure Document and the information upon which legal opinions related to the securities are based. The Clients' lawyers, accountants and advisors can assist the Clients in fulfilling these duties, but the Clients in their corporate capacity, including the Clients' knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information.
4. Requirements of issuing debt include that the Clients are current in its annual continuing disclosure obligations, including material events notices, and current in its arbitrage rebate obligations. These requirements are the obligation of the Clients and not of Speer or bond counsel.

associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the Client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

B. Other Material Conflicts of Interest

The MSRB requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest. The following represent Speer material conflicts of interest known to Speer as of the date of this Engagement Letter.

As of the date of this Engagement, Speer is unaware of any material conflicts of interest.

2. DISCLOSURE OF LEGAL EVENTS AND DISCIPLINARY ACTION

The MSRB requires us, as your municipal advisor, to provide written disclosure to you of any legal or disciplinary events material to your evaluation of Speer or the integrity of Speer's management or advisory personnel.

Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the Client's evaluation of Speer or the integrity of Speer's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

How to Access Form MA and Form MA-I Filings. Speer's most recent form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at:

<http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001606944>

Most Recent Change in Legal or Disciplinary Event Disclosure. Speer has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

3. FUTURE DISCLOSURES

As required by MSRB Rule G-42, the Required Disclosures found in this Exhibit D may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Speer. Speer will provide the Client with any such supplemental or amended information as it becomes available through the term of the Municipal Advisory Relationship.

principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Limited Bonds. Taxing bodies, subject to the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Extension Limitation Law*"), can issue limited bonds. Limited bonds are issued in lieu of general obligation bonds that otherwise have been authorized by applicable law. They are payable from a separate property tax levy that is unlimited as to rate, but the amount of taxes that will be extended to pay the bonds is limited by the Extension Limitation Law. Limited bonds are payable from your debt service extension base (the "*Base*"), which is an amount equal to that portion of the extension for the applicable levy year for the payment of non-referendum bonds (other than alternate bonds or refunding bonds issued to refund bonds initially issued pursuant to referendum), increased each year, beginning with the 2009 levy year, by the lesser of 5% or the percentage in the Consumer Price Index for All Urban Consumers (as defined in the Extension Limitation Law) during the 12-month calendar year preceding the levy year. The Limitation Law further provides that the annual amount of taxes to be extended to pay the limited bonds and all other limited bonds heretofore and hereafter issued by you shall not exceed the Base less the amount extended to pay certain other non-referendum bonds heretofore and hereafter issued by you and bonds issued to refund such bonds.

Limited bonds constitute a debt. In the event of default in required payments of interest or principal, the holders of limited bonds have certain rights under state law to compel you to impose a tax levy (limited as set forth in the previous paragraph).

Alternate Bonds. Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), permits you to issue alternate or "double-barrelled" bonds. Alternate bonds are general obligation bonds payable from enterprise revenues or from a revenue source, or both, with your general obligation acting as backup security for the bonds. Once issued, and until paid or defeased, alternate bonds are a general obligation, for the payment of which you pledge your full faith and credit. Such bonds are payable from the levy of ad valorem property taxes upon all taxable property in your taxing body without limitation as to rate or amount. The intent of the Debt Reform Act is for the enterprise revenues or the revenue source to be sufficient to pay the debt service on the alternate bonds so that taxes need not be levied, or, if levied, need not be extended, for such payment.

The Debt Reform Act prescribes several conditions that must be met before alternate bonds may be issued. First, alternate bonds must be issued for a lawful corporate purpose. If issued in lieu of revenue bonds (as described below), then the revenue bonds must have been authorized under applicable law (including satisfying any backdoor referendum requirements) and the alternate bonds must be issued for the purpose for which the revenue bonds were authorized. If issued payable from a revenue source limited in its purposes or applications, then the alternate bonds must be issued only for such limited purposes or applications.

Second, alternate bonds are subject to a backdoor referendum. The issuance of alternate bonds must be submitted to referendum if, within 30 days after publication of the authorizing ordinance and notice of intent to issue the alternate bonds, a petition is filed. The petition must be signed by the greater of (i) 7.5% of your registered voters or (ii) the lesser of 200 of the registered voters or 15% of the registered voters, asking that the issuance of the alternate bonds be submitted to referendum. Backdoor referendum proceedings for revenue bonds and for alternate bonds to be issued in lieu of revenue bonds may be conducted at the same time.

Notwithstanding the previous paragraph, in governmental units with fewer than 500,000 inhabitants that propose to issue alternate bonds payable solely from enterprise revenues, except for alternate bonds that

debt service payable in any year on the refunding bonds does not exceed the debt service payable in such year on the refunded bonds.

Alternate bonds are not regarded or included in any computation of indebtedness for the purpose of any statutory provision or limitation unless taxes, other than a designated revenue source, are extended to pay the bonds. In the event taxes are extended, the amount of alternate bonds then outstanding counts against your debt limit until your audit shows that the alternate bonds have been paid from the pledged enterprise revenues or revenue source for a complete fiscal year.

In the event of default in required payments of interest or principal, the holders of alternate bonds have certain rights under state law to compel you to increase the pledged revenues or have the tax levy extended for such payment.

Debt Certificates. You may issue "debt certificates" to evidence your payment obligation under an installment contract or lease. Your governing body may provide for the treasurer, comptroller, finance officer or other officer of the governing body charged with financial administration to act as counterparty to the installment contract or lease, as nominee-seller or lessor. The installment contract or lease is then executed by your authorized officer and is filed with and executed by the nominee-seller or lessor. As contracts for the acquisition and construction of the project to be financed are executed (the "Work Contracts"), the governing body orders those Work Contracts to be filed with the nominee-seller or lessor. The nominee-seller or lessor identifies the Work Contracts to the particular installment contract or lease. Such identification permits the payment of the Work Contracts from the proceeds of the debt certificates.

Debt certificates are paid from your lawfully available funds. You are expected to agree to annually budget/appropriate amounts to pay the principal of and interest on the debt certificates. There is no separate levy available for the purpose of making such payments.

Debt certificates constitute a debt. In the event of default in required payments of interest or principal, the holders of the debt certificates cannot compel you to impose a tax levy, but you have promised the holders of the debt certificates that you will pay the debt certificates and they can proceed to file suit to enforce such promise.

Special Service Area Bonds. When special services are provided to a particular contiguous area within a municipality, in addition to the services generally provided throughout the municipality, a municipality may create a special service area. The cost of the special services may be paid from taxes levied upon the taxable real property within the area, and such taxes may be levied in the special service area at a rate or amount sufficient to produce revenues required to provide the special services.

Prior to the first levy of taxes in the special service area and prior to or within 60 days after the adoption of the ordinance proposing the establishment of the special service area, you are required to hold a public hearing and to publish and mail notice of such hearing. At the public hearing, any interested person may file written objections or give oral statements with respect to the establishment of the special service area and the levy of taxes therein. As a result of the hearing, you may delete areas from the special service area as long as the remaining area is contiguous. After the hearing, an ordinance establishing the special service area must be timely filed with the county recorder and the county clerk.

Tax Increment Financing. Tax increment financing provides a means for municipalities, after the approval of a "redevelopment plan and project," to redevelop blighted, conservation or industrial park conservation areas. The Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended, allows incremental property taxes to be used to pay certain redevelopment project costs and to pay debt service with respect to tax increment bonds issued to pay redevelopment project costs. The municipality is authorized to issue tax increment bonds payable from, and secured by, incremental property tax revenues expected to be generated in the redevelopment project area. Incremental property tax revenues are derived from the increase in the current equalized assessed valuation of the real property within the redevelopment project area over and above the certified initial equalized assessed valuation for such redevelopment project area.

Before adopting the necessary ordinances to designate a redevelopment project area, a municipality must hold a public hearing and convene a joint review board to consider the proposal. At the public hearing, any interested person or taxing district may file written objections and may give oral statements with respect to the proposed financing. After the municipality has considered all comments made by the public and the joint review board, it may adopt the necessary ordinances to designate a redevelopment project area.

Tax increment bonds may be secured by the full faith and credit of the municipality. The issuance of general obligation tax increment bonds is subject to a "backdoor," rather than a direct, referendum. Once a municipality has authorized the issuance of tax increment obligations secured by its full faith and credit, the ordinance authorizing the issuance must be published in a newspaper of general circulation in the municipality. In response, voters may petition to request that the question of issuing obligations using the full faith and credit of the municipality as security to pay for redevelopment project costs be submitted to the electors of the municipality. If, within 30 days after the publication, 10% of the registered voters of the municipality sign such a petition, the question of whether to issue tax increment bonds secured by the municipality's full faith and credit must be approved by the voters pursuant to referendum. Such bonds are not exempt from the Extension Limitation Law unless first approved at referendum.

Tax increment revenues may also be treated as a "revenue source" and be pledged to the payment of alternate bonds under Section 15 of the Debt Reform Act.

Risk Considerations

Certain risks may arise in connection with your issuance of Municipal Bonds, including some or all of the following (generally, the obligor, rather than you, will bear these risks for conduit revenue bonds):

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds or alternate bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Morton Grove-Niles Water Commission, Cook County, State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Resolution now on file in my office, entitled:

RESOLUTION NO. 17-__

**RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
AN AGREEMENT FOR MUNICIPAL FINANCE ADVISORY SERVICES RELATED TO
THE IMPLEMENTATION AND FINANCING OF A NEW WATER SUPPLY DELIVERY SYSTEM
FOR THE MORTON GROVE-NILES WATER COMMISSION
WITH THE CITY OF EVANSTON AS WATER SUPPLIER**

**(MORTON GROVE-NILES WATER COMMISSION
AND SPEER FINANCIAL, INC.)**

which Resolution was passed by the Board of Commissioners of the Morton Grove-Niles Water Commission at a Regular Meeting on the ____ day of _____, 2017, at which meeting a quorum was present.

I further certify that the vote on the question of the passage of said Resolution by the Board of Commissioners of the Morton Grove-Niles Water Commission was taken by Ayes and Nays and recorded in the minutes of the Board of Commissioners of the Morton Grove-Niles Water Commission, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the foregoing 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 this ____ day of _____, 2017.

_____, Secretary

[SEAL]