

VILLAGE OF ORLAND PARK

**14700 Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org**

Ordinance No: 5467

File Number: 2019-0836

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE OUTSTANDING REVOLVING CREDIT AGREEMENT AND NOTE OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, TO PAY THE COSTS OF NECESSARY CAPITAL EXPENDITURES, INCLUDING BUT NOT LIMITED TO ROAD CONSTRUCTION PROJECTS AND THE ISSUANCE OF A NOT TO EXCEED \$2,000,000 NOTE AND RELATED CREDIT AGREEMENT TO PAY THE OUTSTANDING BALANCE OF SAID REVOLVING CREDIT AGREEMENT AND NOTE, THE AMENDMENT OF THE OUTSTANDING NON-REVOLVING CREDIT AGREEMENT AND NOTE OF SAID VILLAGE TO PAY THE COSTS OF NECESSARY CAPITAL EXPENDITURES, INCLUDING BUT NOT LIMITED TO STORM WATER MANAGEMENT AND WATER MAIN REPAIR AND REPLACEMENT PROJECTS, PROVIDING FOR THE EXECUTION OF THE AMENDMENTS AND AGREEMENTS RELATED THERETO AND PROVIDING FOR THE SECURITY FOR THE VILLAGE'S OBLIGATIONS UNDER SUCH AGREEMENTS AND PAYMENT OF SAID NOTES.

VILLAGE OF ORLAND PARK

STATE OF ILLINOIS, COUNTIES OF COOK AND WILL

Published in pamphlet form this 3rd day of December, 2019 by authority of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

AN ORDINANCE providing for the amendment of the outstanding Revolving Credit Agreement and Note of the Village of Orland Park, Cook and Will Counties, Illinois, to pay the costs of necessary capital expenditures, including but not limited to road construction projects and the issuance of a not to exceed \$2,000,000 Note and related Credit Agreement to pay the outstanding balance of said Revolving Credit Agreement and Note, the amendment of the outstanding Non-Revolving Credit Agreement and Note of said Village to pay the costs of necessary capital expenditures, including but not limited to storm water management and water main repair and replacement projects, providing for the execution of the amendments and agreements related thereto and providing for the security for the Village's obligations under such agreements and payment of said notes.

• PREAMBLES •

WHEREAS:

A. The Village of Orland Park, Cook and Will Counties, Illinois (the "*Village*"), is a duly organized municipality under the laws of the State of Illinois, operating generally under the Illinois Municipal Code, as amended; by virtue of its population, is a home rule unit pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, and as a home rule unit, the Village may exercise any power or perform any function pertaining to its government and affairs (its "*Home Rule Powers*"), including, but not limited to, the power to tax and to incur debt (the Illinois Municipal Code as supplemented and, where in conflict, superseded by the Home Rule Powers being the "*Act*").

B. Pursuant to the provisions of the Act, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The President and Board of Trustees of the Village (the "*Village Board*") has considered the needs of the Village and its residents and has determined and does hereby determine that it is desirable and in the best interests of the Village to pay the costs of

(i) necessary capital expenditures for certain road reconstruction improvements in and for the Village (the “*Necessary Road Expenditures*”), and (ii) necessary capital expenditures for certain storm water management improvements and water main repair and replacement projects in and for the Village (the “*Necessary Storm Water and Water Main Expenditures*”).

D. The estimated cost of the Necessary Road Expenditures is not less than \$10,100,000 and the estimated cost of the Necessary Storm Water and Water Main Expenditures is not less than \$9,000,000.

E. The Village has previously issued and there is currently outstanding, the Village’s Note, pursuant to a Revolving Credit Agreement (the “*Prior RLOC Agreement*”) between the Village and BMO Harris Bank N.A. (the “*Bank*”), in the maximum principal amount of \$4,000,000, with a final maturity date of December 12, 2019 (the “*RLOC Note*”) established to pay the costs of the Necessary Road Expenditures, and that, as of the date hereof, the principal amount drawn on the RLOC Note and currently outstanding is approximately \$2,000,000 (the “*RLOC Note Balance*”)

F. The Village has previously issued and there is currently outstanding, the Village’s Note pursuant to a Credit Agreement (the “*Prior NRLOC Agreement*” and, together with the Prior RLOC Agreement, the “*Prior Agreements*”) between the Village and the Bank, in the maximum principal amount of \$6,500,000, with a final maturity date of December 12, 2019 (the “*NRLOC Note*”) established to pay the cost of necessary storm water expenditures, and that, as of the date hereof, the principal amount drawn on the NRLOC Note and currently outstanding is approximately \$0.00.

G. The Village Board hereby expressly determines that it is advisable, necessary and in the best interests of the Village that the maximum principal amount of the RLOC Note be increased to \$10,100,000 and that the final maturity of the RLOC Note be extended.

H. The Village Board hereby further expressly determines that it is advisable, necessary and in the best interests of the Village that the Village authorize the execution and delivery of a Third Amendment to the Prior RLOC Agreement, between the Village and the Bank (the “*RLOC Amendment*” and the Prior RLOC Agreement as so amended, the “*RLOC Agreement*”) to pay the Necessary Road Expenditures, and to authorize a Second Amended and Restated Note (the “*Amended RLOC Note*”) to evidence the obligation to repay the principal of and interest on amounts drawn by the Village under the RLOC Agreement.

I. The Village Board hereby expressly determines that it is advisable, necessary and in the best interests of the Village that the maximum principal amount of the NRLOC Note be increased to \$9,000,000 and that the final maturity of the NRLOC Note be extended.

J. The Village Board hereby further expressly determines that it is advisable, necessary and in the best interests of the Village that the Village authorize the execution and delivery of a Third Amendment to the Prior NRLOC Agreement, between the Village and the Bank (the “*NRLOC Amendment*” and, together with the RLOC Amendment, the “*Amendments*,” and the Prior NRLOC Agreement as so amended, the “*NRLOC Agreement*” and, together with the RLOC Agreement, the “*Agreements*”) to pay the Necessary Storm Water and Water Main Expenditures, and to authorize a Second Amended and Restated Note (the “*Amended NRLOC Note*”) to evidence the obligation to repay the principal of and interest on amounts drawn by the village under the NRLOC Agreement.

K. Pursuant to the Prior RLOC Agreement, the RLOC Note Balance may be converted to a term loan.

L. The Village Board hereby expressly determines that it is advisable, necessary and in the best interests of the Village that the RLOC Note Balance be converted into a term loan

pursuant to the Prior RLOC Agreement (the “*RLOC Term Loan*”), and that, in connection therewith, it is in the best interests of the Village to enter into a Credit Agreement between the Village and BMO Harris Investment Company, LLC (“*BHIC*”), setting forth in detail the provisions of the RLOC Term Loan (the “*RLOC Term Loan Agreement*”).

M. The Village Board hereby expressly determines that it is in the best interests of the inhabitants of the Village to authorize the issuance of a Note to evidence the obligation to repay the principal of and interest on amounts drawn from time to time under the RLOC Term Loan Agreement (the “*RLOC Term Loan Note*”).

N. The Village Board hereby expressly determines that it is advisable, necessary and in the best interests of the Village that the transactions contemplated by these preambles be completed by the Village, and that the designated officials of the Village be empowered to execute all documents and agreements as necessary to effectuate such transactions.

O. To such end it is hereby deemed advisable and necessary that the Village Board now adopts this Ordinance so to specify, determine and authorize.

NOW THEREFORE Be It and It Is Hereby Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the following meanings unless, in either case, the context or use clearly indicates another or different meaning is intended.

A. The following words and terms are as defined in the preambles.

Act
Agreements
Amended NRLOC Note

Amended RLOC Note
Amendments
Bank
BHIC
Home Rule Powers
Necessary Road Expenditures
Necessary Storm Water and Water Main Expenditures
NRLOC Agreement
NRLOC Amendment
NRLOC Note
Prior Agreements
Prior NRLOC Agreement
Prior RLOC Agreement
RLOC Agreement
RLOC Amendment
RLOC Note
RLOC Note Balance
RLOC Term Loan
RLOC Term Loan Agreement
RLOC Term Loan Note
Village
Village Board

B. The following words and terms are defined as set forth.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Designated Officer*” means the President, Village Manager, Village Finance Director/Treasurer or any other officer or employee of the Village so designated by a written instrument signed by the President or the Village Treasurer.

“*Face Amount*” means the authorized maximum amount of each of the Notes, as stated on its face.

“*Maturity Date*” means the date on which the principal of each Note is due and owing under the respective Note and the corresponding Agreement.

“*Note Register*” means the books of the Village kept by the Note Registrar to evidence the registration and transfer of the Notes.

“*Note Registrar*” means the Village Treasurer.

“Notes” means the Amended NRLOC Note and the Amended RLOC Note.

“Ordinance” means this Ordinance as originally introduced and adopted and as the same may from time to time be amended or supplemented in accordance with the terms hereof.

“Original Ordinance” means the Ordinance of the Village Board adopted on July 27, 2015, authorizing the execution and delivery of the RLOC Note, the NRLOC Note, the Prior RLOC Agreement and the Prior NRLOC Agreement in their original forms, as previously amended from time to time.

“Paying Agent” means the Village Treasurer.

“Regular Record Date” means the day immediately prior to any interest payment date on the Note.

“Tax-exempt” means, with respect to the Notes, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes and as not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code, but as taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

“Taxable” means, with respect to the Notes, the status of interest paid and received thereon as includible in the gross income of the owners thereof under the Code for federal income tax purposes.

Section 2. Findings. The Village Board hereby finds and determines that (a) all of the recitals contained in the preambles to this Ordinance are full, true and correct and hereby incorporates them into this Ordinance by this reference; (b) this Ordinance is adopted pursuant to Section 6 of Article VII of the Illinois Constitution of 1970; (c) it is necessary and in the best

interests of the Village that the Village adopt this Ordinance; (d) it is necessary and in the best interests of the Village that the Amendments be executed so as to pay the costs of the Necessary Road Expenditures and the Necessary Storm Water and Water Main Expenditures; (e) it is necessary and in the best interests of the Village that the RLOC Note Balance be converted into a term loan; and (f) the execution of the Amendments and the RLOC Term Loan Agreement, the borrowing of money for the purposes authorized therein and the amendment, execution and delivery of the Notes and the Term Loan Note is for a proper public purpose and is in the public interest.

Section 3. Execution of the Amendments Authorized. The Village is hereby authorized to enter into the Amendments with the Bank in final forms to be negotiated with the Bank, *provided* (a) that the Village and the Bank have agreed that the RLOC Agreement, the NRLOC Agreements and the related Notes will be assigned by the Bank to BHIC on or after December 12, 2019, and the Village agrees to acknowledge such assignments, and (b) that such final forms shall be in substantially the forms set forth in *Exhibits A* and *B* hereto (with respect to the NRLOC Amendment and the RLOC Amendment, respectively), with such changes as the Designated Officer or Designated Officers executing the Amendments shall approve, his or her execution thereof to constitute approval of all terms set forth therein by the Village Board. Each of the President or the Village Treasurer be, and hereby is, authorized, empowered and directed to execute, and his or her execution thereof shall constitute conclusive evidence of the approval of any and all terms contained in the Amendments and the Notes by the Village Board, and the Village Clerk be, and hereby is, authorized, empowered and directed to attest the Amendments and the Notes in the name, for and on behalf of the Village, and thereupon to cause the Amendments to be delivered to the Bank. The Amendments (as executed) are entered into to provide for the loan of the proceeds of the respective Notes to the Village and the use of such

proceeds as aforesaid and to pay the costs of amending the Notes, in the manner and with the effect therein provided. From and after the execution and delivery of the Amendments, the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Amendments and the Notes as executed, including the assignments of the Agreements and the Notes to BHIC, and each Designated Officer is hereby authorized to make requests for advances pursuant to the Agreements and the Notes; and the Agreements and the Notes shall constitute, and hereby are made, a part of this Ordinance, and copies of the Agreements and the Notes shall be placed in the official records of the Village, and shall be available for public inspection at the office of the Village Board.

Section 4. Note Details. The Notes are hereby authorized to be amended and restated and delivered as (i) with respect to the RLOC Note, a revolving line of credit note in the principal amount of \$10,100,000 and (ii) with respect to the NRLOC Note, a non-revolving line of credit note in the principal amount of \$9,000,000. The Notes shall be dated December 12, 2019 (the “*Dated Date*”), and the amount outstanding under the Notes, being the sum of the amounts advanced under the respective Note, not in excess of the Face Amount, and, in the case of the RLOC Note, less in each case principal payments made from time to time thereon, shall be the “*Outstanding Principal Amount*” of the respective Note and the related Agreement. The Outstanding Principal Amount of each Note from time to time outstanding shall bear interest at the rate set forth in the respective Note; *provided, however*, that in no event shall such rate exceed twenty percent (20%) per annum, with interest payable on such date or dates as provided in the respective Note, upon prepayment and on the Maturity Date. The Maturity Date shall be not later than fifteen years from the Dated Date of the respective Note.

The Notes shall continue to bear interest on the respective Outstanding Principal Amounts from time to time at the respective rates provided, in each case from the time advanced until duly paid or provided for, such interest being computed as provided in each respective Note.

Subject to the provisions of the Agreements and the Notes, the interest on and all payments of principal of the Note shall be payable in lawful money of the United States of America, or by electronic funds transfer of lawful money of the United States of America, upon presentation at the office of the Note Registrar; *provided, however*, that so long as a financial institution is the registered owner of a respective Note, then such payments shall be made by check or draft or electronic funds transfer or account transfer to the person in whose name the respective Note is registered as evidenced by the Note Register at the close of business on the applicable Regular Record Date, which payment shall be made in lawful money of the United States of America and (if by check or draft) mailed to the address or (if by funds transfer) transferred to such account of such registered owner as it appears on the Note Register or at such other address or account as may be furnished in writing to the Note Registrar; *and provided, further*, that the final installment of principal of and interest on each Note shall be paid upon surrender in lawful money of the United States of America, at the principal office maintained for the purpose by the Paying Agent or its proper agent.

The ability of the Village to redeem or prepay the Notes and, with respect to the RLOC Note, the ability of the Village to repay the RLOC Note in whole or in part and draw upon it again during its term, are as described in the Agreements and the Amendments.

The Notes shall be substantially in the form attached to the respective Amendments and as approved by the President or the Village Treasurer, his or her execution thereof to constitute approval of all terms set forth therein by the Village Board, and shall have impressed or

imprinted thereon the corporate seal of the Village and shall be attested by the manual signature of the Village Clerk, and in case any officer whose signature shall appear on either of the Notes shall cease to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The execution by the Village of the fully registered Notes, including the Notes as amended and restated, shall constitute full and due authorization of the Notes, and the Note Registrar shall thereby be authorized to authenticate, date and deliver the Notes, including the Notes as amended and restated. The person in whose name any of the Notes shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on the Notes shall be made only to or upon the order of the registered owner thereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Notes to the extent of the sum or sums so paid.

Each Note shall have thereon a certificate of authentication duly executed by the Note Registrar as authenticating agent of the Village and showing the date of authentication. The Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Note Registrar by manual signature, and such certificate of authentication upon the Notes shall be conclusive evidence that the Notes have been authenticated and delivered under this Ordinance.

Section 5. Amendment and Delivery of the Notes. The Notes hereby authorized and as authorized in the Original Ordinance shall be amended, executed and delivered as herein and therein provided as soon after the passage hereof as may be, and thereupon be deposited with the Village Treasurer, and be by said Treasurer delivered to the Bank; the modifications to the Prior

Agreements and the notes issued thereunder as evidenced by the Amendments are in all respects ratified, approved and confirmed, it being hereby found and determined that the Amendments and the Notes are in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Amendments.

Any Designated Officer and such other officers and officials of the Village as may be necessary are hereby authorized to execute such other documents as may be necessary to implement the Amendments and the transactions contemplated thereby and to effect the amendment and delivery of the Notes, and execution thereof by such officers is hereby deemed conclusive evidence of approval thereof with such changes, additions, insertions, omissions or deletions as such officers may determine, with no further official action of or direction by the Village Board.

Section 6. Security and Payment with Respect to the Agreements and the Notes. The security for the payment of the obligations of the Village under each Note is and shall continue to be as follows: (a) the full faith and credit general obligation pledge of the Village, to which as and to the extent necessary, for the purpose of providing funds required to pay the interest on the Notes promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity and to pay all other obligations under the Agreements, and (b) all of the taxable property within the Village is subject to a direct annual tax, without limit as to rate or amount; *provided, however,* that (i) a separate tax for the Notes need not be levied for so long as there is no default in payment of any obligation on either Note or either Agreement unless so determined by the Village Board in its discretion and (ii) following a default in payment of any obligation on a Note or either Agreement a separate tax levy shall be placed on file with the County Clerks of

Cook and Will Counties, Illinois (the “*County Clerks*”), no later than the last day permitted for such filings during the then current tax levy year in an amount sufficient to pay all amounts due and payable under the Notes and the Agreements during such year.

The Village covenants and agrees with the Bank and BHIC that so long as the Notes remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the security for the Notes or the ability of the Village to levy and collect taxes, if necessary, to pay its obligations under the Notes and the Agreements.

Section 7. Use of Note Proceeds, General Fund. Note proceeds and other funds of the Village as noted shall continue to be and are hereby appropriated as follows: The drawdown of the principal proceeds of the RLOC Note shall be set aside in a separate fund heretofore created and designated as the “*Capital Improvements Fund*,” and be used to pay the Necessary Road Expenditures when due, including costs of issuance of the RLOC Note, and interest on or principal of the RLOC Note and any obligations under the RLOC Agreement at any time there are insufficient funds from other sources to pay the same. The drawdown of the principal proceeds of the NRLOC Note shall be set aside in a separate fund heretofore created and designated as the “*Waterworks and Sewerage Fund*,” and be used to pay the Necessary Storm Water and Water Main Expenditures when due, including costs of issuance of the NRLOC Note, and interest on or principal of the NRLOC Note and any obligations under the NRLOC Agreement at any time there are insufficient funds from other sources to pay the same. The Village Treasurer shall keep a complete and accurate record of the expenditure of the proceeds of each Note, including the dates of each draw on each Note, the dates the amount of such draw were expended, the purposes of such expenditures by budget item and further detail, including to whom the payment was made, and the useful life of any capital asset for which payment is made. Further, if repayments are made on either Note from time to time, the Treasurer shall at the time

of such prepayment allocate the same to an expenditure as previously made and shall keep a record of such allocations.

Section 8. Execution of the Term Loan Agreement. The Village is hereby authorized to enter into the RLOC Term Loan Agreement with BHIC or its assignee, in substantially the form attached hereto as *Exhibit C*, with such changes to such RLOC Term Loan Agreement as the President or the Village Treasurer shall approve, the execution thereof to constitute conclusive evidence of the approval of any and all terms contained therein. Each of the President or the Village Treasurer be, and hereby is, authorized, empowered and directed to execute, and his or her execution thereof shall constitute conclusive evidence of the approval of any and all terms contained in the RLOC Term Loan Agreement and the RLOC Term Loan Note by the Village Board, and the Village Clerk be, and hereby is, authorized, empowered and directed to attest the RLOC Term Loan Agreement and the RLOC Term Loan Note in the name, for and on behalf of the Village, and thereupon to cause the RLOC Term Loan Agreement to be delivered to BHIC. The RLOC Term Loan Agreement (as executed) is entered into to provide for the loan of the proceeds of the RLOC Term Loan Note to the Village and the use of such proceeds as aforesaid and to pay the costs of issuing the RLOC Term Loan Note, in the manner and with the effect therein provided. From and after the execution and delivery of the RLOC Term Loan Agreement, the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the RLOC Term Loan Agreement and the RLOC Term Loan Note as executed; and the RLOC Term Loan Agreement and the RLOC Term Loan Note shall constitute, and hereby are made, a part of this Ordinance, and a copy of the RLOC Term Loan Agreement and the RLOC Term Loan Note shall be placed in the

official records of the Village, and shall be available for public inspection at the office of the Village Board.

Section 9. Term Loan Note Details. The RLOC Term Loan Note is hereby authorized to be issued in the principal amount of not to exceed \$2,000,000 and shall mature on the date and bear interest at the rate and on the dates as set forth in the RLOC Term Loan Agreement.

The form of the RLOC Term Loan Note as attached to the form of RLOC Term Loan Agreement set forth in *Exhibit C* hereto, subject to appropriate insertions and revisions in order to comply with the provisions of the RLOC Term Loan Agreement (as executed and delivered) be, and the same hereby is, approved. The RLOC Term Loan Note shall be executed in the name, for and on behalf of the Village with the signatures of the President and the Village Clerk. When the RLOC Term Loan Note shall be executed on behalf of the Village in the manner contemplated by the RLOC Term Loan Agreement and this Ordinance, they shall represent the approved form of RLOC Term Loan Note of the Village.

Section 10. Sale and Delivery of the RLOC Term Loan Notes. The RLOC Term Loan Note and the RLOC Term Loan Agreement hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Village Treasurer, and be by said Treasurer delivered to the BHIC upon the receipt of the purchase price therefor, the same being the par amount of any Loan (as defined in the RLOC Term Loan Agreement); the contract for the sale of the RLOC Term Loan Note, if any,

heretofore entered into or to be entered into in connection therewith is in all respects ratified, approved and confirmed, it being hereby found and determined that such sale is in the best interests of the Village; the RLOC Term Loan Agreement is in all respects ratified, approved and confirmed, it being hereby found and determined that the RLOC Term Loan Agreement and the

RLOC Term Loan Note are in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the RLOC Term Loan Agreement or the RLOC Term Loan Note.

Any Designated Officer and such other officers of the Village as may be necessary are hereby authorized to execute such other documents, as may be necessary to implement the RLOC Term Loan Agreement and the transactions contemplated thereby and to effect the issuance and delivery of the RLOC Term Loan Note, and execution thereof by such officers is hereby deemed conclusive evidence of approval thereof with such changes, additions, insertions, omissions or deletions as such officers may determine, with no further official action of or direction by the Village Board.

Section 11. Security and Payment of the RLOC Term Loan Note. The security for the payment of the obligations of the Village under the RLOC Term Loan Note and the RLOC Term Loan Agreement shall be as follows: (a) the full faith and credit general obligation pledge of the Village, to which as and to the extent necessary, for the purpose of providing funds required to pay the interest on the RLOC Term Loan Note promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity and to pay all other obligations under the RLOC Term Loan Agreement, and (b) all of the taxable property within the Village is subject to a direct annual tax, without limit as to rate or amount; *provided, however*, that (i) a separate tax for the RLOC Term Loan Note need not be levied for so long as there is no default in payment of any obligation on the RLOC Term Loan Note or the RLOC Term Loan Agreement unless so determined by the Village Board in its discretion and (ii) following a default in payment of any obligation on the RLOC Term Loan Note or the RLOC Term Loan Agreement a separate tax

levy shall be placed on file with the County Clerks, no later than the last day permitted for such filings during the then current tax levy year in an amount sufficient to pay all amounts due and payable under the RLOC Term Loan Note and the RLOC Term Loan Agreement during such year.

The Village covenants and agrees with BHIC that so long the RLOC Term Loan Note remains outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the security for the RLOC Term Loan Note or the ability of the Village to levy and collect taxes, if necessary, to pay its obligations under the RLOC Term Loan Note and the RLOC Term Loan Agreement.

Section 12. Use of Proceeds of the RLOC Term Loan Note. RLOC Term Loan Note proceeds and other funds of the Village as noted are hereby appropriated as follows: The drawdown of the principal proceeds of the RLOC Term Loan Note shall be used to pay the RLOC Note Balance, and any interest accrued thereon or fees related thereto, and said amounts so drawn shall be deposited into the Corporate Fund of the Village or be deposited directly with the Bank, as the holder of the RLOC Note, for such purpose.

Section 13. General Covenants. The Village covenants and agrees with the BHIC with respect to the RLOC Term Loan Note, and again covenants and agrees with the Bank and BHIC with respect to the Notes, that so long as either Note or the RLOC Term Loan Note remains outstanding and unpaid:

- (a) The Village will punctually pay or cause to be paid the principal of and interest on each Note and the RLOC Term Loan Note, and all other obligations of the Village under the Agreements and the RLOC Term Loan Agreement in strict conformity with the terms of the Agreements, the RLOC Term Loan Agreement, the Notes, the

RLOC Term Loan Note and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements of the Agreements, the RLOC Term Loan Agreement, the Notes, the RLOC Term Loan Note and this Ordinance.

(b) The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Necessary Road Expenditures and the Necessary Storm Water and Water Main Expenditures. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Bank or BHIC or their representatives authorized in writing.

(c) The Village will furnish a copy of the annual financial statements of the Village to the Bank and BHIC promptly when such financial statements become available, and in any event, within 210 days of the close of such fiscal year.

(d) The Village will preserve and protect the security of the Notes and the RLOC Term Loan Note and the rights of the registered owners of the Notes.

(e) The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owner of the Notes and the RLOC Term Loan Notes of the rights and benefits provided in this Ordinance.

Section 14. General Arbitrage Covenants. Unless the Notes or the RLOC Term Loan Note are issued on a Taxable basis, the Village hereby 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 the proceeds of the Notes or the RLOC Term Loan Note) if taking, permitting or omitting to take such action would cause either of the Notes or the RLOC Term Loan Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on either Note or the RLOC Term Loan Note to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Notes and the RLOC Term Loan Note, under present rules, the Village is treated as the “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

The Village also agrees and covenants with the purchasers and holders of the Notes and the RLOC Term Loan Note from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Notes and the RLOC Term Note and affects the Tax-exempt status of the Notes and the RLOC Term Loan Note.

The Village Board hereby authorizes the officials of the Village responsible for issuing the Notes and the RLOC Term Loan Note, the same being the Designated Officers, along with the Village Clerk, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause either Note or the RLOC Term Loan Note to be an arbitrage bond and to assure that the interest on each Note and the RLOC Term Loan Note will

be exempt from federal income taxation. In connection therewith, the Village and the Village Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with Bond Counsel and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes and the RLOC Term Loan Note; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 15. Registered Form. The Village recognizes that Section 149(a) of the Code requires the Notes and the RLOC Term Loan Note to be issued and to remain in fully registered form in order to be and remain Tax-exempt. In this connection, the Village agrees that it will not take any action to permit the Notes or the RLOC Term Loan Note to be issued in, or converted into, bearer or coupon form.

Section 16. Reimbursement. None of the proceeds of the Notes will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof (i) except architectural or engineering costs incurred prior to commencement of any portion of the projects financed by the Notes, (ii) expenditures paid within 60 days of this Ordinance or (iii) expenditures for which an intent to reimburse it as properly declared under Treasury Regulations Section 1.103-18. This Ordinance is in itself a declaration of official intent under Treasury Regulations Section 1.103-18 as to all costs of the projects financed by the Notes, paid after the date hereof and prior to issuance of the Notes.

VILLAGE OF ORLAND PARK

Ordinance No: 5467

Section 17. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published in pamphlet form by authority of the Village Board.

Section 18. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

PASSED this 2nd day of December, 2019

/s/ John C. Mehalek

John C. Mehalek, Village Clerk

Aye: 7 Trustee Fenton, Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, and Village President Pekau

Nay: 0

DEPOSITED in my office this 2nd day of December, 2019

/s/ John C. Mehalek

John C. Mehalek, Village Clerk

APPROVED this 2nd day of December, 2019

/s/ Keith Pekau

Keith Pekau, Village President

PUBLISHED this 3rd day of December, 2019

/s/ John C. Mehalek

John C. Mehalek, Village Clerk