

RESOLUTION 15-39

A RESOLUTION AUTHORIZING EXECUTION OF A FINANCIAL ADVISORY SERVICES AGREEMENT, RETAINING A FINANCIAL ADVISOR FOR A PROPOSED REFUNDING OF SSA-1

WHEREAS, Special Service Area 1 (SSA-1) was established approximately 15 years ago to provide funding for certain infrastructure and related projects in the Deercrest Subdivision, and

WHEREAS, due to the Neumann bankruptcy and the economic recession that followed quickly thereafter, there were a number of properties that were left vacant and unimproved in Deercrest, and

WHEREAS, those vacant properties were tied up in the bankruptcy proceedings, and subsequently were conveyed through several banks until ultimately falling in arrears in general *ad valorem* taxes, and

WHEREAS, SSA-1 itself has fallen into a state of declining financial viability for the foregoing reasons, and because the unimproved properties have not recently contributed toward the payments due to the bondholders, and

WHEREAS, those vacant properties were later purchased by Antioch Land Trust, LLC (“Antioch Land Trust”) whose representatives have come before the Village Board and met with staff, and who proposes to refund the current bonds secured by SSA-1, and to establish a new bond that is represented to be insurable, and carry a smaller burden on the existing improved properties, without lengthening the term of the currently remaining bonds, and

WHEREAS, the Village Board finds that it is in the best interest of the Village and in particular the residents of Deercrest to secure a competent financial advisor to represent the Village in this proposed transaction, and thereby ensure that the bond documents reflect the foregoing goals and provide as much protection as possible to the existing residents and landholders, as well as the Village and its residents generally, and

WHEREAS, the Administrator has conducted an appropriate investigation of available, seasoned and a well-regarded financial advisor and have recommended that Stephan Roberts of Robert W. Baird & Co. Inc. (“**Baird**”) be retained, and

WHEREAS, attached hereto as Exhibit A is an agreement requested by Mr. Roberts and his firm to secure their services for a fee of .05% of the public offering price of the financing capped at \$25,000.

WHEREAS, the Village Board finds, based on the recommendation of the Village Attorney, that the form of this agreement is acceptable and proper under the unique circumstances of this matter and that the same should be executed, and

Village of Antioch, Illinois

NOW THEREFORE, BE IT RESOLVED by the Village of Antioch, Lake County, Illinois, as follows:

SECTION ONE: The Village Administrator is directed and authorized to execute the Exhibit A agreement and thereby retain Stephan Roberts and the Robert W. Baird & Co. Inc. to serve as financial advisor in the proposed transaction with Mr. Mertz.

SECTION TWO: The corporate authorities specifically waive any potential conflicts of interest involving the retaining of the financial advisor, including specifically those matters addressed in section 5 of the Exhibit A retainer letter.

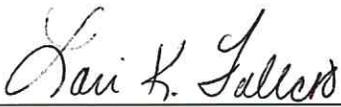
SECTION THREE: This resolution shall take effect immediately upon passage.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS,
ON THIS 20TH DAY OF APRIL, 2015.

ATTEST:



LAWRENCE M. HANSON, MAYOR



LORI K. FOLBRICK, VILLAGE CLERK



April 17, 2015

Ms. Joy McCarthy
Director of Finance
Village of Antioch
874 Main Street
Antioch, Illinois 60002

Re. Financial Advisory Services Agreement

Ms. McCarthy:

On behalf of Robert W. Baird & Co. Incorporated (“we” or “Baird”), we wish to thank you for the opportunity to serve as exclusive financial advisor to the Village of Antioch, Illinois (“you” or the “Client”) with respect to the proposed issuance of Special Service Area Bonds (the “Securities”). This Agreement will establish the terms and conditions under which Baird will provide financial advisory services to the Client in connection with the proposed issuance or other financing (the “Financing”).

1. Financial Advisory Services to be Provided by Baird. The Client hereby engages Baird to serve as financial advisor with respect to the Financing, and in such capacity Baird agrees to provide advice as to the structure, timing, terms and other matters regarding the Financing, including the following services, if and as requested by the Client:

- Evaluate possible options, vehicles and structures for the Financing
- Advise the Client as to the methods and types of Financing that are available and appropriate to the Client
- Assist the Client in developing and designing the terms and features of the plan of Financing
- Advise the Client as to strategies for obtaining the Financing
- Review financial and other information regarding the Client, the Financing
- Assist in the preparation and/or review and distribution of documents pertaining to the Financing, including, if applicable, the official statement and/or bid package
- Consult and meet with representatives of the Client and others involved with the Financing
- Respond to questions and requests from potential investors and other possible Financing sources
- If applicable, assist in the selection of one or more underwriters for the Financing
- If applicable, arrange and facilitate visits to, and prepare materials for, credit ratings agencies and insurers
- Prepare a closing memorandum or settlement statement for, and otherwise assist with, the closing of the Financing
- Such other usual and customary financial advisory services as may be requested by the Client

Under MSRB Rule G-23, Baird will not be able to serve as underwriter or placement agent for any notes, bonds or other securities to be issued and sold as part of the Financing. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board. As financial advisor to the Client in connection with the proposed Financing, Baird will have fiduciary duties, including a duty of care and a duty of loyalty. Baird is required to act in the Client's best interests without regard to its own financial and other interests.

2. Fees and Expenses. For its financial advisory services, Baird shall be entitled to a fee (the "Financial Advisory Fee") to be paid by the Client equal to 0.50% of the public offering price of the Financing capped at \$25,000. The Financial Advisory Fee shall be paid upon completion of the Financing. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because it may give Baird an incentive to recommend to the Client a Financing that is unnecessary or to recommend that the size of the transaction be larger than is necessary. The Issuer shall be responsible for paying all other costs of issuance, including without limitation, bond counsel, underwriter, underwriter's counsel (if any) and ratings agency fees and expenses, and all other expenses incident to the performance of the Issuer's obligations under the proposed offering.

3. Term and Termination. The term of this engagement shall extend from the date of this Agreement to the closing of the Financing. Notwithstanding the forgoing, either party may terminate Baird's engagement at any time without liability or penalty upon at least 30 days' prior written notice to the other party. If Baird's engagement is terminated by the Client, the Client agrees to reimburse Baird for its out-of-pocket expenses incurred until the date of termination and if within 12 months following such termination the Client completes the Financing the Client shall pay Baird the Financial Advisory Fee.

4. Indemnification; Limitation of Liability. The Client agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the Client for the services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct. In addition, to the extent permitted by applicable law, the Client shall indemnify, defend and hold Baird and its employees, officers, agents and affiliates harmless from and against any losses claims, damages and liabilities that arise from or otherwise relate to this Agreement, actions taken or omitted in connection herewith, or the transactions and other matters contemplated hereby, except to the extent such losses, claims, damages or liabilities are judicially determined to be the result of Baird's gross negligence or willful misconduct.

5. Conflicts. Baird is a full service securities firm and as such Baird and its affiliates may from time to time provide advisory, brokerage, consulting and other services and products to municipalities, other institutions, and individuals including the Client, certain Client officials or employees, and potential purchasers of the Securities for which Baird may receive customary compensation; however, such services are not related to the proposed offering. Baird has previously served as underwriter, placement agent or financial advisor on other bond offerings and financings for the Client and expects to serve in such capacities in the future. Baird may also be engaged from time to time by the Client to manage investments for the Client (including the proceeds from the proposed offering) through a separate contract that sets forth the fees to be paid to Baird. Baird manages various mutual funds, and from time to time those funds may own bonds and other securities issued by the Issuer (including the Securities). Additionally, clients of Baird may from time to time purchase, hold and sell bonds and other securities issued by the Client (including the Securities).

In the ordinary course of fixed income trading business, Baird may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Securities and other municipal bonds, for its own account and for the accounts of customers, with respect to which Baird may receive a mark-up or mark-down, commission or other remuneration. Such

investment and trading activities may involve or relate to the Financing or other assets, securities and/or instruments of the Client and/or persons and entities with relationships with the Client.

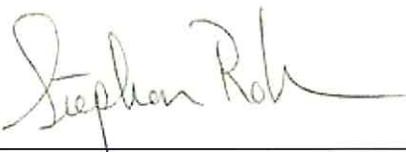
6. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with the Financing and the confidence you have placed in us.

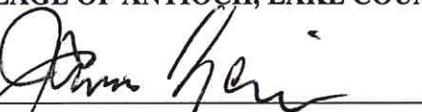
Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

By: 
Director

Accepted this 21 day of April, 2015

VILLAGE OF ANTIOCH, LAKE COUNTY, ILLINOIS

By: 
Title: VILLAGE ADMINISTRATOR