

## Wood Dale Library

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Wood Dale, Illinois 60191  
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www.wooddalelibrary.org



MINUTES of a regular public meeting of The Board of Library Trustees of the Wood Dale Public Library District, DuPage County, Illinois, held in the main library facility, 520 North Wood Dale Road, Wood Dale, Illinois, in said Public Library District at 7:30 o'clock P.M., on the 20th day of July, 2020.

\* \* \*

The meeting was called to order by Kristy Norris, the President, and upon the roll being called, the following Library Trustees were physically present at said location: Dunn,  
Krebasch, Norris, Sparacio, Winger, Zaremba

The following Library Trustees attended the meeting by video or audio conference: \_\_\_\_\_

- 0 -

The following Library Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: Matuszewski

The following officials of the District were physically present at said location and ensured the availability of electronic meeting access by video and/or audio conference to any members of the public attending the meeting in person at said location and requesting such access:

NA

Various business was conducted.

The President announced that:

(2) The District sold the 2017 debt certificate to Itasca Bank & Trust Company at a purchase price equal to the aggregate amount advanced by the Bank against the 2017 debt certificate.

(3) The first and only advance by the Bank against the 2017 debt certificate was made in the amount of \$50,000 on August 9, 2017, which advance was subsequently repaid by the District.

(4) Additional advances are necessary to complete the library improvement project.

(5) The Bank has agreed to replace the 2017 debt certificate with a new draw-down debt certificate, reflecting the following terms: (a) increased maximum face amount (from \$1,500,000 to \$2,000,000); (b) reduced interest rate (from 2.6% to 2.0% per annum); and (c) later maturity date (from August 1, 2027 to August 1, 2035).

(6) The Board would now consider the adoption of an ordinance providing for (i) the issue of such new draw-down debt certificate, (ii) the security for and means of payment of such debt certificate, (iii) the sale of such debt certificate to the Bank and (iv) the cancellation of the 2017 debt certificate.

Whereupon Library Trustee Norri's presented and the Secretary read by title an ordinance as follows, a copy of which was provided to each Library Trustee prior to said meeting and to everyone in attendance at said meeting who requested a copy:

ORDINANCE NO. 7 2020

AN ORDINANCE of the Wood Dale Public Library District, DuPage County, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose paying the cost of certain library improvements in and for said Library District, and authorizing and providing for the issue of a not to exceed \$2,000,000 Debt Certificate, Series 2020, evidencing the rights to payment under the Agreement, prescribing the details of the Agreement and Certificate, and providing for the security for and means of payment under the Agreement of the Certificate.

PREAMBLES

WHEREAS

A. The Wood Dale Public Library District, DuPage County, Illinois (the “*District*”), is a public library district and unit of local government of the State of Illinois (the “*State*”) operating, *inter alia*, under and pursuant to the following laws:

1. the Illinois Public Library District Act;
2. the Local Government Debt Reform Act of the State (the “*Debt Reform Act*”), and in particular, the provisions of Section 17 of the Debt Reform Act (the “*Installment Purchase Provisions of the Debt Reform Act*”); and
3. all other Omnibus Bond Acts of the State;

in each case, as supplemented and amended.

B. The Board of Library Trustees of the District (the “*Board*”) has considered the needs of the District and, in doing so, the Board has determined and does now determine it advisable, necessary, and for the best interests of the District in order to promote and protect the public health, welfare, safety and convenience of the residents of the District to pay the cost of purchasing real or personal property, or both, in connection with certain library improvements and, in connection with said work, acquisition of any land or rights in land, mechanical, electrical, and other services necessary, useful, or advisable thereto (collectively, the “*Project*”), all as shown on preliminary

plans and cost estimates as prepared by District staff or by consultants retained by the Board for such purpose (the “*Project Plan*”) and on file with the Secretary of the Board (the “*Secretary*”).

C. On the 3rd day of April, 2017, the Board adopted a resolution (i) approving the Project Plan and (ii) setting a meeting date to determine the plan of finance of the Project (the “*Plan of Finance*”).

D. On the 15th day of May, 2017, the Board determined the Plan of Finance, which plan includes the issue of debt certificates of the District.

E. In accordance with the Project Plan, the total cost of the Project and expenses incidental thereto, including financial, legal, consulting, and engineering services related to such work and to the Agreement hereinafter provided for in this Ordinance (collectively, the “*Related Expenses*”) has been determined to be not more than \$4,200,000.

F. In accordance with the Plan of Finance, sufficient funds of the District are not available to pay all of the costs of the Project and Related Expenses, and it will, therefore, be necessary to borrow money pursuant to this Ordinance in an amount not to exceed \$2,000,000 for the purpose of paying such costs.

G. Pursuant to the Installment Purchase Provisions of the Debt Reform Act, as amended, the District has the powers as follows:

The governing body of each governmental unit may purchase or lease either real or personal property, including investments, investment agreements, or investment services, through agreements that provide that the consideration for the purchase or lease may be paid through installments made at stated intervals for a period of no more than 20 years or another period of time authorized by law, whichever is greater *provided, however*, that investments, investments agreements or investment services purchased in connection with a bond issue may be paid through installments made at stated intervals for a period of time not in excess of the maximum term of such bond issue. Each governmental unit may issue certificates evidencing the indebtedness incurred under the lease or agreement. The governing body may provide for the treasurer,

comptroller, finance officer, or other officer of the governing body charged with financial administration to act as counter-party to any such lease or agreement, as nominee lessor or seller. When the lease or agreement is executed by the officer of the governmental unit authorized by the governing body to bind the governmental unit thereon by the execution thereof and is filed with and executed by the nominee lessor or seller, the lease or agreement shall be sufficiently executed so as to permit the governmental unit to issue certificates evidencing the indebtedness incurred under the lease or agreement. The certificates shall be valid whether or not an appropriation with respect thereto is included in any annual or supplemental budget adopted by the governmental unit. From time to time, as the governing body executes contracts for the purpose of acquiring and constructing the services or real or personal property that is a part of the subject of the lease or agreement, including financial, legal, architectural, and engineering services related to the lease or agreement, the governing body shall order the contracts filed with its nominee officer, and that officer shall identify the contracts to the lease or agreement; that identification shall permit the payment of the contract from the proceeds of the certificates; and the nominee officer shall duly apply or cause to be applied proceeds of the certificates to the payment of the contracts. The governing body of each governmental unit may sell, lease, convey, and reacquire either real or personal property, or any interest in real or personal property, upon any terms and conditions and in any manner, as the governing body shall determine, if the governmental unit will lease, acquire by purchase agreement, or otherwise reacquire the property, as authorized by this subsection or any other applicable law.

All indebtedness incurred under this subsection, when aggregated with the existing indebtedness of the governmental unit, may not exceed the debt limits provided by applicable law.

H. In order to finance costs of the Project and Related Expenses, the Board finds that it is desirable and in the best interests of the District to avail of the provisions of the Installment Purchase Provisions of the Debt Reform Act, as quoted, as follows:

1. To authorize an Installment Purchase Agreement more particularly as described and provided below in the text of this Ordinance;
2. To name as counter-party to the Agreement the Treasurer of the Board (the “*Treasurer*”), as nominee-seller;

3. To authorize the President of the Board (the "*President*") and the Secretary to execute and attest, respectively, the Agreement on behalf of the District and to file same with the Secretary in his or her capacity as keeper of the records and files of the District; and

4. To issue a certificate evidencing the indebtedness incurred under the Agreement in an amount not to exceed \$2,000,000 (as hereinafter more fully defined, the "*Certificate*"), in form and having such details as set forth below in the text of this Ordinance.

I. In order to finance costs of the Project and Related Expenses and pursuant to the Installment Purchase Provisions of the Debt Reform Act, the Board previously entered into an Installment Purchase Agreement, dated August 9, 2017, and described as follows:

INSTALLMENT PURCHASE AGREEMENT for the purchase of real or personal property, or both, in and for the Wood Dale Public Library District, DuPage County, Illinois.

and issued a draw-down debt certificate in the maximum face amount of \$1,500,000 evidencing the debt incurred thereunder, designated as the Debt Certificate, Series 2017, dated August 9, 2017, of the District (the "*2017 Certificate*").

J. The District sold the 2017 Certificate to Itasca Bank & Trust Company, Itasca, Illinois (the "*Bank*"), at a purchase price equal to the aggregate amount advanced by the Bank against the 2017 Certificate.

K. The first and only advance by the Bank against the 2017 Certificate was made in the amount of \$50,000 on August 9, 2017, which advance was subsequently repaid by the District.

L. The Board has further determined and does now further determine that it advisable, necessary, and for the best interests of the District cancel and replace the 2017 Certificate with the Certificate.

NOW THEREFORE Be It Ordained by The Board of Library Trustees of the Wood Dale Public Library District, DuPage County, Illinois, as follows:

*Section 1. Definitions.* Words and terms used in this Ordinance shall have the meanings given them unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

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

Bank  
Board  
Certificate  
Debt Reform Act  
District  
Installment Purchase Agreement  
Installment Purchase Provisions of the Debt Reform Act  
Plan of Finance  
President  
Project  
Project Plan  
Related Expenses  
Secretary  
State  
Treasurer  
2017 Certificate

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

*“Certificate Registrar”* means Itasca Bank & Trust Company, Itasca, Illinois, in its respective capacities as registrar and paying agent hereunder, or a successor designated as Certificate Registrar hereunder.

*“Certificate”* means the Debt Certificate, Series 2020, authorized to be issued by this Ordinance.

*“Purchase Price”* means the price to be paid by the Purchaser for the Certificate, the same being the par amount of each advance for value on the Certificate.

*“Purchaser”* means the purchaser of the Certificate, namely, the Bank.

*“Record Date”* means the 15th day of the month preceding any regular or other interest payment date occurring on the 1st day of the month and 15 days preceding any interest payment date occasioned by the redemption of the Certificate on other than the 1st day of a month.

C. Definitions also appear in the preambles hereto or in specific sections, as appear below. The headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

*Section 2. Incorporation of Preambles.* The Board hereby finds that the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

*Section 3. Determination to Issue the Certificate.* It is necessary and advisable for the public health, safety, welfare, and convenience of residents of the District to pay the costs of acquisition, equipping and installation of the Project, including all Related Expenses, and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and to provide for the issuance and delivery of the Certificate evidencing the indebtedness incurred under the Agreement. The 2017 Certificate shall be cancelled and replaced by the Certificate.

*Section 4. Agreement is a General Obligation; Annual Appropriation.* The District hereby represents, warrants, and agrees that the obligation to make the payments due under the Installment Purchase Agreement is a lawful direct general obligation of the District payable from the corporate funds of the District and such other sources of payment as are otherwise lawfully



available. The District represents and warrants that the total amount due the Seller (as defined in the Installment Purchase Agreement) under the Installment Purchase Agreement, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. For the purpose of providing the funds necessary to pay the installments of interest and principal due under the Installment Purchase Agreement, the District irrevocably agrees to appropriate funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Installment Purchase Agreement.

*Section 5. Execution and Filing of the Agreement.* From and after the effective date of this Ordinance, the President and Secretary be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form thereof set forth below in the text of this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Secretary and retained in the District records and constitute authority for issuance of the Certificate. Subject to such discretion of the officers signatory to the document as described in the foregoing text, the Installment Purchase Agreement shall be in substantially the form as follows:

INSTALLMENT PURCHASE AGREEMENT for the purchase of real or personal property, or both, in and for the Wood Dale Public Library District, DuPage County, Illinois.

THIS INSTALLMENT PURCHASE AGREEMENT (this “*Agreement*”) made as of the 31st day of July, 2020, by and between the Treasurer of the hereinafter-defined Board, as Nominee-Seller (the “*Seller*”), and the Wood Dale Public Library District, DuPage County, Illinois, a public library district and unit of local government of the State of Illinois (the “*District*”):

**WITNESSETH**

A. The Board of Library Trustees (the “*Board*”) of the District has determined to purchase real or personal property, or both, in connection with certain library improvements (the “*Project*”), all as previously approved by the Board and on file with the Secretary of the Board.

B. Pursuant to the provisions of the Illinois Public Library Act (the “*Library Act*”); the Local Government Debt Reform Act of the State of Illinois (the “*Debt Reform Act*”), and, in particular, the provisions of Section 17 of the Debt Reform Act (the “*Installment Purchase Provisions of the Debt Reform Act*”); and all other Omnibus Bond Acts of the State of Illinois; in each case, as supplemented and amended (collectively, “*Applicable Law*”); the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years and has the power to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 20th day of July, 2020, the Board, pursuant to Applicable Law and the need to provide for the Project, adopted an ordinance (the “*Ordinance*”) authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of a certificate evidencing the indebtedness so incurred.

D. The Ordinance is

- (a) incorporated herein by reference; and
- (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Ordinance is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions of the Debt Reform Act, has agreed to make, construct, acquire and provide for the Project on the terms as hereinafter provided.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the District as follows:

1. PURCHASE AND ACQUIRE PROJECT

The Seller agrees to make, acquire, equip and provide for the Project upon real estate owned or to be owned by or upon which valid easements have been obtained in favor of the District.

2. CONVEYANCE

The Seller agrees to convey each part of the Project to the District and to perform all necessary work and convey all necessary equipment; and the District agrees to purchase the Project from the Seller and pay for the Project the purchase price of not to exceed \$2,000,000; plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificate and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$2,000,000, plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificate.

### 3. PAYMENTS

The payment of the entire sum of said purchase price shall (a) be payable in installments due on the dates and in the amounts, (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts, and (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption), all as provided for payment of the Certificate in the Ordinance.

### 4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law, under the Installment Purchase Provisions of the Debt Reform Act, to the owners of the Certificate. This Agreement and any right, title, or interest herein shall not be further assignable so long as the Certificate remains outstanding; *provided, however*, that assignment for the benefit of refunding certificates which may be issued in the future to refund the Certificate shall be permitted. The Certificate, evidencing the indebtedness incurred hereby, is assignable (registrable) as provided in the Ordinance.

### 5. TAX COVENANTS

The covenants relating to the Tax-exempt status of the Certificate, as set forth in the Ordinance, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

### 6. TITLE.

(a) *Vesting of Title.* Title in and to any part of the Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the District.

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project

shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the District shall continue to make payments as promised herein and in the Certificate and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

#### 7. LAWFUL CORPORATE OBLIGATION

The District hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the District payable from the corporate funds of the District and such other sources of payment as are otherwise lawfully available. The District represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to appropriate funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

#### 8. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the District, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

#### 9. NO SEPARATE TAX

**THE SELLER AND THE DISTRICT RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.**

10. DEFAULT

In the event of a default in payment hereunder by the District, the Seller or any Certificate holder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF the Seller has caused this Installment Purchase Agreement to be executed and attested, and his or her signature to be attested by the Secretary of the Board, and the District has caused this Installment Purchase Agreement to be executed by the President of the Board as authorized officer of the District to execute said Agreement and also attested by the Secretary of the Board, and the official seal of the District to be hereunto affixed, all as of the day and year first above written.

SELLER: Signature: \_\_\_\_\_

[Here type name]: \_\_\_\_\_  
as Nominee-Seller and Treasurer,  
The Board of Library Trustees

ATTEST:

\_\_\_\_\_  
Secretary, The Board of Library Trustees

[SEAL]

WOOD DALE PUBLIC LIBRARY DISTRICT,  
DUPAGE COUNTY, ILLINOIS

\_\_\_\_\_  
President, The Board of Library Trustees

ATTEST:

\_\_\_\_\_  
Secretary, The Board of Library Trustees

[SEAL]

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF DUPAGE         )

**CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of The Board of Library Trustees (the “*Board*”) of the Wood Dale Public Library District, DuPage County, Illinois (the “*District*”), and as such officer I do hereby certify that on the 31st day of July, 2020, there was filed in my office a properly certified copy of that certain document, executed by the President of the Board, as the officer of the District authorized to execute said document pursuant to an ordinance adopted by the Board on the 20th day of July, 2020, attested by me in my capacity as Secretary of the Board, and further executed, as Nominee-Seller, by the Treasurer of the Board, also attested by me, dated as of the 31st day of July, 2020, and entitled “INSTALLMENT PURCHASE AGREEMENT for the purchase of real or personal property, or both, in and for the Wood Dale Public Library District, DuPage County, Illinois”; and supporting the issuance of a certain Debt Certificate, Series 2020, of the District; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the District, Illinois, this 31st day of July, 2020.

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Secretary, The Board of Library Trustees

[SEAL]

*Section 6. Certificate Details.* For the purpose of paying the costs of the Project and the Related Expenses, there shall be issued and sold a single Certificate. The Certificate shall be payable to the Purchaser or registered assigns as provided therein. The maximum principal face amount (the “*Face Amount*”) of the Certificate shall be shown on the face of the Certificate as \$2,000,000, but only so much of the Face Amount as is shown as advanced by the Purchaser and received for value (the “*Outstanding Principal Amount*” as subject to reduction as hereinbelow provided), as evidenced by the Certificate, shall be payable. Such advances shall be in integral multiples of \$1,000, *provided* that the initial advance shall be not less than \$50,000 (the “*Initial Advance*”), the District shall not request advances more frequently than one time per month and the final advance shall occur on or before June 30, 2027. The Certificate shall be designated “Debt Certificate, Series 2020.” The Certificate shall be dated as of the date of the Initial Advance and shall also bear the date of authentication thereof. The Certificate shall be in fully registered form. The Outstanding Principal Amount of the Certificate from time to time outstanding shall bear interest at the rate of 2.0% per annum, payable on the 1st day of each month, beginning September 1, 2020. The Outstanding Principal Amount of the Certificate shall become due and payable on August 1, 2035.

The Outstanding Principal Amount at any time shall be made up of advances less redemptions and prepayments of principal. The Certificate shall bear interest on the Outstanding Principal Amount from time to time at the rate aforesaid, in each case from the time advanced until paid or duly provided for, such interest computed on the basis of a 360-day year, and being payable on the dates set forth above. All payments of principal of and interest on the Certificate shall be payable in lawful money of the United States of America at the office of the Certificate Registrar.

*Section 7. Execution; Authentication.* The Certificate shall be executed on behalf of the District by the President and attested by the Secretary and shall have impressed or imprinted



thereon the corporate seal or facsimile thereof of the District. In case any such officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Certificate shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Certificate Registrar as authenticating agent of the District and showing the date of authentication. No Certificate shall 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 Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Ordinance.

*Section 8. Registration of Certificate; Persons Treated as Owners.* The District shall cause books (the “*Certificate Register*” as herein defined) for the registration and for the transfer of the Certificate as provided in this Ordinance to be kept at the office maintained for such purpose by the Certificate Registrar, which is hereby constituted and appointed the registrar of the District for the Certificate. The District is authorized to prepare, and the Certificate Registrar or such other agent as the District may designate shall keep custody of, multiple Certificate blanks executed by the District for use in the transfer and exchange of the Certificate. The Certificate may be transferred as a whole but not in part, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of the Certificate at the office of the Certificate Registrar maintained for the purpose, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Certificate Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the District shall execute and the Certificate Registrar

shall authenticate, date, and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Certificate of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Certificate Registrar shall not be required to transfer or exchange the Certificate during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date, nor to transfer or exchange the Certificate after notice calling the Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of the Certificate. The execution by the District of any fully registered Certificate shall constitute full and due authorization of such Certificate; and the Certificate Registrar shall thereby be authorized to authenticate, date, and deliver such Certificate; *provided, however*, the principal amount of the Certificate authenticated by the Certificate Registrar shall not at any one time exceed the authorized principal amount of the Certificate less the amount of the Certificate which has been paid. The person in whose name any Certificate 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 Certificate shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of the Certificate for any transfer or exchange of the Certificate, but the District or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of the Certificate except in the case of the issuance of a Certificate for the unredeemed portion of the Certificate.

*Section 9. Redemption.* The Certificate is subject to redemption prior to maturity, at the option of the District, on any date, in whole or in part, from any available funds, at a redemption

price of par and accrued interest to the redemption date. The District shall, at least ten (10) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the amount of the Certificate to be redeemed.

*Section 10. Redemption Procedure.* Unless waived by the holder of the Certificate, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the District by mailing the redemption notice by first class mail at least five (5) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the amount of the Certificate to be redeemed;
- (2) the redemption date;
- (3) the redemption price;
- (4) a statement that on the redemption date the redemption price will become due and payable upon the Certificate or portion thereof so called for redemption; and
- (5) the place where such Certificate is to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Certificate Registrar.
- (6) such other information then required by custom, practice or industry standard.

Prior to any redemption date, the District shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price.

Notice of redemption having been given as aforesaid, the Certificate or portion thereof to be redeemed shall, on the redemption date, become due and payable at the redemption price therein

specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Certificate or portions of the Certificate shall cease to bear interest. Upon surrender of such Certificate for redemption in accordance with said notice, such Certificate shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender of the Certificate for redemption in accordance with said notice, the Certificate or relevant portion shall be paid by the Certificate Registrar at the redemption price. For a partial redemption of a Certificate, a new Certificate in the amount of unpaid principal shall be executed and delivered to the holder of the Certificate.

*Section 11. Form of Certificate.* The Certificate shall be in substantially the form hereinafter set forth; *provided, however*, that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF CERTIFICATE - FRONT SIDE]

REGISTERED  
No. 1

REGISTERED

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF DUPAGE  
WOOD DALE PUBLIC LIBRARY DISTRICT  
DEBT CERTIFICATE, SERIES 2020

See Reverse Side for  
Additional Provisions.

Registered Owner: ITASCA BANK & TRUST COMPANY

Maximum Principal Amount: TWO MILLION DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the Wood Dale Public Library District, DuPage County, Illinois, a public library district and political subdivision of the State of Illinois (the "*District*"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns, the Outstanding Principal Amount of this Certificate. The "Outstanding Principal Amount" is that amount, not to exceed the Maximum Principal Amount of this Certificate as set forth above, shown as advanced in even multiples of \$1,000 from time to time and received by the District for value, *provided* that the initial advance shall be not less than \$50,000, as is noted on this Certificate in the form of Advances for Value hereon. The Outstanding Principal Amount is subject to reduction for redemption and prepayment thereof as hereinafter provided. The District promises to pay interest on the Outstanding Principal Amount at the rate of 2.0% per annum. The Outstanding Principal Amount of this Certificate shall become due and payable on August 1, 2035.

This Certificate shall bear interest on the Outstanding Principal Amount from time to time at the rate aforesaid, in each case from the time advanced until paid or duly provided for, such interest computed on the basis of a 360-day year, and being payable on the 1st day of each month,

beginning September 1, 2020. The interest on this Certificate shall be paid by check or draft of Itasca Bank and Trust Company, as bond registrar and paying agent, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner hereof as shown on the registration books of the District maintained by the Certificate Registrar at the close of business on the applicable Record Date (the "*Record Date*") as said address appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar; *provided, however* principal and interest, when due, shall only be payable upon presentation of this Certificate. The Record Date shall be the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of the Certificate on other than the 1st day of a month.

Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.


It is hereby certified and recited that all conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Certificate, including Applicable Law as defined herein, have existed and have been properly done, happened, and been performed in regular and due form and time as required by law; that the obligation to make payments due hereon is a lawful direct general obligation of the District payable from the corporate funds of the District and such other sources of payment as are otherwise lawfully available; that the total amount due under the Installment Purchase Agreement, represented by the Certificate, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations; and that the District shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE

OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

IN WITNESS WHEREOF the Wood Dale Public Library District, DuPage County, Illinois, by The Board of Library Trustees, has caused this Certificate to be executed by the President of The Board of Library Trustees and attested by the Secretary of The Board of Library Trustees and its

corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

  
\_\_\_\_\_  
President, The Board of Library Trustees

ATTEST:

\_\_\_\_\_  
Secretary, The Board of Library Trustees

[SEAL]

Date of Authentication: July 31, 2020

CERTIFICATE  
OF  
AUTHENTICATION

Certificate Registrar and Paying Agent:  
Itasca Bank & Trust Company  
Itasca, Illinois

This Certificate is one of the Certificates described in the within-mentioned Ordinance and is one of the Debt Certificate, Series 2020, of the Wood Dale Public Library District, DuPage County, Illinois.

ITASCA BANK & TRUST COMPANY,  
as Certificate Registrar

By \_\_\_\_\_  
Authorized Officer



[FORM OF CERTIFICATE - REVERSE SIDE]

This Certificate is issued by the District for the purpose of providing funds to pay the cost of the Project and Related Expenses, all as described and defined in the ordinance authorizing the Certificates (the "*Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Public Library District Act, as supplemented and amended, and in particular as supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended, and the other Omnibus Bond Acts of the State of Illinois ("*Applicable Law*"), and with the Ordinance, which has been duly passed by The Board of Library Trustees of the District (the "*Board*") on the 20th day of July, 2020, in all respects as by law required. The Certificates have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the "*Installment Purchase Agreement*"), dated the date hereof, entered into by and between the District and the Treasurer of the Board, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

This Certificate is subject to redemption prior to maturity, at the option of the District, on any date, in whole or in part, from any available funds, at a redemption price of par and accrued interest to the redemption date.

Notice of any such redemption shall be sent by first class mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate to be redeemed at the address shown on the registration books of the District maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

This Certificate is subject to provisions relating to registration, transfer, and exchange; and such other terms and provisions relating to security and payment as are set forth in the Ordinance; to which reference is hereby expressly made; and to all the terms of which the registered owner hereof is hereby notified and shall be subject.

The District and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Certificate Registrar shall be affected by any notice to the contrary.

The District has designated this Certificate as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The table and form following the signatures on this Certificate and entitled Advances for Value is an integral part of this Certificate as if fully set forth at this place and is incorporated herein by this reference.

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

[Here insert identifying number such as  
TID, SSN, or other]

\_\_\_\_\_

\_\_\_\_\_

(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_

as attorney to transfer the said Certificate on the books kept for registration thereof with full power  
of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE:   The signature to this assignment must correspond with the name of the Registered  
Owner as it appears upon the face of the within Certificate in every particular, without  
alteration or enlargement or any change whatever.

## ADVANCES FOR VALUE

This Certificate is valid to the amount set forth below, the aggregate of said amounts being its Outstanding Principal Amount (subject to reduction for redemption and prepayment, as provided herein).

[illegible]

*Section 12. Sale of Certificate.* The Certificate shall be executed as in this Ordinance provided as soon after the passage hereof as may be, shall be deposited with the Treasurer, and shall thereupon be delivered to the Purchaser upon payment of the Purchase Price; the contract for the sale of the Certificate heretofore entered into is in all respects ratified, approved and confirmed, it being hereby found and determined that the Certificate has been sold at such price and bears interest at such rate that neither the true interest cost (yield) nor the net interest rate received upon such sale exceeds the maximum rate otherwise authorized by Illinois law and that said contract is in the best interests of the District. The sale of the Certificate to the Purchaser on the terms set forth herein is hereby in all respects approved and confirmed, it being hereby determined that no person holding any office of the District, either by election or appointment, is in any manner financially interested, either directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Bank.

*Section 13. Creation of Funds and Appropriations.*

A. There is hereby created the “*Debt Certificate, Series 2020, Certificate Fund*” (the “*Certificate Fund*”), which shall be the fund for the payment of the principal of and interest on the Certificate. Funds lawfully available for the purpose shall be deposited into the Certificate Fund and used solely and only for the purpose of paying the principal of and interest on the Certificate. Interest income or investment profit earned in the Certificate Fund shall be retained in the Certificate Fund for payment of the principal of or interest on the Certificate on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Board, transferred to such other fund as may be determined. Moneys on deposit in the Certificate Fund shall be applied to the payment of interest when due and principal or redemption price when due at maturity or upon redemption prior to maturity.

B. As and when received, the Purchase Price shall be deposited into the Debt Certificate, Series 2020, Project Fund (the “*Project Fund*”), hereby created. Moneys in the Project Fund shall be used to pay costs of the Project, including costs of issuance of the Certificate, and that portion not needed to pay such costs of issuance shall be expended in accordance with the following procedures:

1. Contracts (“*Work Contracts*”) have been or shall be awarded, from time to time, by the Board for the work on the Project; and the Board represents and covenants that each Work Contract has been or will be let in strict accordance with Applicable Law and the rules and procedures of the District for same.

2. Pursuant to ordinance or resolution to be duly adopted, the Board shall identify all or a designated portion of each Work Contract to the Agreement. This Ordinance and any such further ordinance or resolution shall be filed of record with the Secretary and the Treasurer. The adoption and filing of any such ordinance or resolution and the Work Contracts with such officers shall constitute authority for the officer or officers of the District to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further resolutions, orders, vouchers, warrants, or other proceedings as are required under Applicable Law and the rules and procedures of the District for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the Installment Purchase Provisions of the Debt Reform Act, the Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificate. Funds on deposit in the Project Fund shall be invested by the appropriate officers of the District in any lawful manner. Within sixty (60) days after full depletion of the Project Fund, the appropriate officers of the

District shall certify to the Board the fact of such depletion; and, upon approval of such certification by the Board, the Project Fund shall be closed.

C. Alternatively to the creation of the funds described above, the appropriate officers may allocate the moneys on deposit in the Certificate Fund or proceeds of the Certificate to one or more related funds or accounts of the District already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve such officers of the duty to account and invest the Certificate Moneys and the proceeds of the Certificate, as herein provided, as if such funds had in fact been created.

*Section 14. Non-Arbitrage and Tax-Exemption.* One purpose of this Section is to set forth various facts regarding the Certificate and to establish the expectations of the Board and the District as to future events regarding the Certificate and the use of Certificate proceeds. The certifications, covenants and representations contained herein and at the time of the Closing are made on behalf of the District for the benefit of the owners from time to time of the Certificate. In addition to providing the certifications, covenants and representations contained herein, the District 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 Certificate) if taking, permitting or omitting to take such action would cause any portion of the Certificate to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the “Code”), or would otherwise cause the interest on the Certificate to be included in the gross income of the recipients thereof for federal income tax purposes. The District 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 Certificate, under present rules, the District 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 District also agrees and covenants with the purchaser and holder of the Certificate 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 Certificate and affects the tax-exempt status of the Certificate.

The Board hereby authorizes the officials of the District responsible for issuing the Certificate, the same being the President, the Secretary and the Treasurer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Certificate to be an arbitrage bond and to assure that the interest on the Certificate will be exempt from federal income taxation. In connection therewith, the District and the 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 counsel approving the Certificate 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 Certificate; (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 District in such compliance.

*Section 15. Designation of Issue.* The District hereby designates the Certificate as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

*Section 16. Registered Form.* The District recognizes that Section 149(a) of the Code requires the Certificate to be issued and to remain in fully registered form in order that interest



thereon is exempt from federal income taxation under laws in force at the time the Certificate is delivered. In this connection, the District agrees that it will not take any action to permit the Certificate to be issued in, or converted into, bearer or coupon form.

*Section 17. Filing of Ordinance.* After the Ordinance is adopted by the Board, properly certified copies of the executed Ordinance shall be filed with the Secretary and the Treasurer.

*Section 18. Pertaining to the Certificate Registrar.* If requested by the Certificate Registrar, the President and the Secretary are authorized to execute the Certificate Registrar's standard form of agreement between the District and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

(a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Certificate holders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of the Certificate;

(d) to cancel and/or destroy Certificates which have been paid at final maturity or earlier redemption or submitted for exchange or transfer;

(e) to furnish the District at least annually a certificate with respect to Certificates cancelled and/or destroyed; and

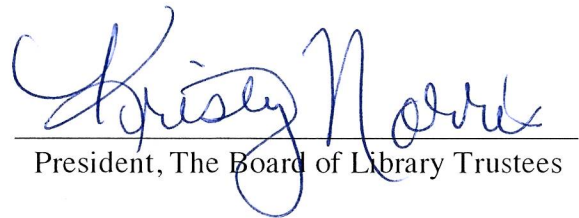
(f) to furnish the District at least annually an audit confirmation of the amount of the Certificate paid, the amount of the Certificate outstanding and payments made with respect to interest on the Certificate.

*Section 19. Further Acts.* All acts and doings of the District which are in conformity with the purposes and intent of this ordinance are hereby in all respects ratified, approved and confirmed.

*Section 20. Severability.* If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

*Section 21. Superseder and Effective Date.* All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, including, specifically, the ordinance adopted by the Board on the 19th day of July, 2017, which authorized the issuance and sale of the 2017 Certificate, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect upon its passage.

Adopted: July 20, 2020.



Krisley Norr  
President, The Board of Library Trustees

Attest:



Lynnette Zuemba  
Secretary, The Board of Library Trustees

Library Trustee Zaremba moved and Library Trustee Winger seconded the motion that said ordinance as presented and read by the Secretary be adopted.

After a full discussion thereof, the President directed that the roll be called for a vote upon the motion to adopt said ordinance as read.

Upon the roll being called, the following Library Trustees voted AYE: Dunn,  
Krebasch, Norris, Sparacio, Winger, Zaremba

and the following Library Trustees voted NAY: \_\_\_\_\_

Whereupon the President declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Secretary to record the same in full in the records of The Board of Library Trustees of the Wood Dale Public Library District, DuPage County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Lynnette Zaremba

Secretary, The Board of Library Trustees



STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF DUPAGE         )

### CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of The Board of Library Trustees of the Wood Dale Public Library District, DuPage County, Illinois (the "*Board*"), and as such official am the keeper of the records and files of the Board.

I further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 20th day of July, 2020, insofar as the same relates to the adoption of an ordinance entitled:

AN ORDINANCE of the Wood Dale Public Library District, DuPage County, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose paying the cost of certain library improvements in and for said Library District, and authorizing and providing for the issue of a not to exceed \$2,000,000 Debt Certificate, Series 2020, evidencing the rights to payment under the Agreement, prescribing the details of the Agreement and Certificate, and providing for the security for and means of payment under the Agreement of the Certificate.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, a true, correct and complete copy of said agenda as so posted being attached to this certificate as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Public Library District Act, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said Public Library District, this 20th day of July, 2020.

  
Secretary, The Board of Library Trustees

(SEAL)

[Attach Exhibit A]

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF DUPAGE        )

**FILING CERTIFICATE**

We, the undersigned, do hereby certify that we are respectively, the duly qualified and acting Secretary and Treasurer of The Board of Library Trustees (the "*Board*") of the Wood Dale Public Library District, DuPage County, Illinois (the "*District*"), and as such officers we do hereby certify that on the 20th day of July, 2020 there was filed with each of us, respectively, and placed on deposit in our respective records, a properly certified copy of an ordinance, passed by the Board, on the 20th day of July, 2020, and entitled:

AN ORDINANCE of the Wood Dale Public Library District, DuPage County, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose paying the cost of certain library improvements in and for said Library District, and authorizing and providing for the issue of a not to exceed \$2,000,000 Debt Certificate, Series 2020, evidencing the rights to payment under the Agreement, prescribing the details of the Agreement and Certificate, and providing for the security for and means of payment under the Agreement of the Certificate.

IN WITNESS WHEREOF, we hereunto affix our official signatures and seal of said Public Library District, this 20th day of July, 2020.

(SEAL)

  
Secretary, The Board of Library Trustees

  
Treasurer, The Board of Library Trustees