

**Agenda**  
**North Riverside Public Library District**  
**Board of Trustees**  
2400 S. Des Plaines Avenue  
North Riverside, Illinois  
**Regular Meeting, December 16, 2019**  
**6:00 PM**

**1. Open of Meeting**

- A. Call to order
- B. Determination of quorum
- C. Recognition of visitors to the meeting
- D. Approval of agenda

**2. Open Forum**

Audience Note: If you wish to speak to the Board, please read and complete the open forum sheet provided and give it to the Board Secretary.

**3. Financial reports**

- A. Finance Committee Report (Allen Pineda, chairman)
- B. Approval of Financial Statements (action)
- C. Approval of Check Detail Report #19-12 in the amount of \$42,335.10 (action)
- D. Authorization to transfer \$250,000 from the money market to the checking account (action)

**4. Committee Reports**

- A. Building and Grounds (Ken Rouleau, chairman)
  - 1. HVAC (information)
  - 2. Capital Improvements (information)
- B. Strategic Planning (P. J. Folz, chairman)
  - 1. 2020 Strategic Plan (information)
- C. Personnel (Greg Gordon, chairman)
- D. Policy (Kathy Bonnar, chairman)

**5. President**

**6. Director's Report**

- A. Build Guild
- B. Holiday Open House (Dec. 4)
- C. Donor Wall

**7. Other Action Items**

- A. Approval of the minutes
  - a. November 18, 2019 Board Meeting (action)
- B. 2018/2019 Audit (action)
- C. North Riverside Historical Society Archives contract (action)
- D. Parameters Ordinance - A RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital projects and authorizing and providing for the issue of not to exceed \$500,000 General Obligation (Limited Tax) Debt Certificates, Series 2020, by the North Riverside Public Library District, Cook County, Illinois, evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, providing for the security for and means of payment under the Agreement of the Certificates, and declaring the official intent to reimburse expenditures for certain capital expenditures of the District with the issuance of said Certificates. (action)

**8. Information items**

- A. Committee Meetings
- B. Memorial Books & Donations Report
  - a. Diane Krstulvich
  - b. Facebook Giving Tuesday
- C. Correspondence
- D. Board action log
- E. Trustee continuing education
- F. Grants & Advocacy
- G. RAILS & SWAN

**9. Closed session** (The Board of Trustees may decide, by a roll call vote, to convene in closed session if there are matters to discuss confidentially, in accordance with the Open Meetings Act)

**10. Return to open session**

**11. Possible action item** (pertaining to closed session discussion)

**12. Adjournment**

*Note: Agenda items may be added that pertain to discussion or information.  
No items may be added to the final agenda that require Board action.*

**Next regular Board Meeting is scheduled for January 20<sup>th</sup>, 2019 at 6:00 p.m.**

# Management Report

North Riverside Public Library District

For the period ended November 30, 2019



Prepared on

December 11, 2019

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# Profit and Loss

July - November, 2019

	Total
<b>INCOME</b>	
6903-01 Fines & Fees	9,964.59
6904-01 Donations	5,601.09
6905-01 Grants	19,766.00
6909-01 Memorial Books/Lost & Paid Mat	25.00
6920-01 Unrealized Income-Annuities	-24,520.48
Billable Expense Income	436.25
Interest	
6906-01 Interest Earned	1,331.60
6907-02 Interest Income Bond Fund	0.00
<b>Total Interest</b>	<b>1,331.60</b>
Property Taxes	
6901-01 Property Tax	417,046.06
6901-04 Tax Revenue-Audit Fund	3,274.12
6901-05 Tax Revenue-Liability Ins	2,061.28
6901-06 Tax Revenue-Unemploy Ins	848.87
6901-07 Tax Revenue-Bldg Fund	21,343.33
6901-08 Tax Revenue-SS	15,886.17
6901-12 Property Tax - IMRF Fund	5,820.70
<b>Total Property Taxes</b>	<b>466,280.53</b>
<b>Total Income</b>	<b>478,884.58</b>
<b>GROSS PROFIT</b>	
<b>EXPENSES</b>	
8360-01 Grants	18,492.87
8365-07 Building Promo	420.00
Advertising & Marketing	
8361-01 Donations	656.54
8365-01 Library Promotion	626.55
8370-01 Postage	1,664.97
8375-01 Advertising	510.97
8385-01 Memorials & Tributes	98.90
8404-01 Staff Recognition	145.95
8410-01 Printing	2,350.00
<b>Total Advertising &amp; Marketing</b>	<b>6,053.88</b>
Bank Charges & Fees	0.00
8396-01 Bank Charges & Fees	239.67
<b>Total Bank Charges &amp; Fees</b>	<b>239.67</b>
Benefits	
7600-05 Health Insurance	11,152.74
7650-09 IMRF Pension	14,453.29
7670-01 Taxes-Fica Expense	16,071.73
<b>Total Benefits</b>	<b>41,677.76</b>

	Total
Building Expense	
8306-07 Building Supplies	1,793.55
8308-07 Service Contracts	26,350.66
8315-07 Fees & Permits	786.00
8320-07 Building & Grounds	1,184.37
8335-07 Bulding Repairs	883.15
<b>Total Building Expense</b>	<b>30,997.73</b>
Computers/Technology	
8171-01 Tech Service	6,253.40
8172-01 Computer Equipment	8,504.60
8175-01 MLS Computer Fund	11,137.80
8180-01 Software	872.86
8190-01 Website	106.96
8195-01 Email	253.50
<b>Total Computers/Technology</b>	<b>27,129.12</b>
Insurance	
7660-06 Unemployment Insurance	-1,093.49
<b>Total Insurance</b>	<b>-1,093.49</b>
Legal & Professional Services	
8400-01 Accounting	4,825.00
8401-04 Audit	7,800.00
8402-01 Legal Fees	2,057.43
8405-01 Appraisal	450.00
8406-01 Collection Agency	80.55
8430-01 Payroll Expenses	2,708.63
<b>Total Legal &amp; Professional Services</b>	<b>17,921.61</b>
Library Materials	
8090-01 Books on CD - Adult	749.53
8091-01 Books on CD - Children	287.27
8096-01 Music CD - Adult	137.71
8097-01 Music CD - Children	448.40
8104-01 Adult Fiction	6,145.73
8105-01 Adult Non-Fiction	4,517.77
8106-01 Children Fiction / Non-Fiction	5,781.92
8107-01 Young Adult Fiction/Non-Fiction	2,943.38
8108-01 eBooks	799.39
8115-01 Adult Large Print	745.90
8120-01 Newspapers	3,626.59
8130-01 Databases	6,932.98
8160-01 Adult DVDs - Fiction	2,375.24
8161-01 Adult Games	910.29
8162-01 Children DVDs	732.43
8163-01 YA DVDs	818.63
8166-01 Games	1,303.76

	Total
8399-01 ILL Loss/Damage	134.00
<b>Total Library Materials</b>	<b>39,390.92</b>
Office Supplies & Software	
8202-01 Office Supplies	5,737.95
<b>Total Office Supplies &amp; Software</b>	<b>5,737.95</b>
Programs & Strategic Initiatives	
8150-01 Children's Programs	1,233.72
8152-01 Children's Summer Reading Program	1,219.91
8153-01 Young Adult Programs	625.67
8154-01 Makerspaces/library of things	825.28
8155-01 Adult Programs	1,889.09
8157-01 Senior Programs	767.82
8158-01 Strategic Initiatives	451.82
<b>Total Programs &amp; Strategic Initiatives</b>	<b>7,013.31</b>
Salaries	
7504-01 Library Clerks	75,810.04
7507-01 Library Pages	14,056.43
7508-01 Administrators	121,308.16
7509-01 Salaries - Grant	232.50
8330-01 Casual Labor	375.00
<b>Total Salaries</b>	<b>211,782.13</b>
Travel & Training	
7800-01 Staff Training	769.63
8342-01 Lodging, Meals, Mileage	585.38
8355-01 Memberships	1,272.00
<b>Total Travel &amp; Training</b>	<b>2,627.01</b>
Utilities	
8301-07 Telephone	6,511.12
8302-07 Electricity	14,724.43
8303-07 Natural Gas	2,140.82
8304-07 Water/Garbage	635.31
<b>Total Utilities</b>	<b>24,011.68</b>
<b>Total Expenses</b>	<b>432,402.15</b>
<b>NET OPERATING INCOME</b>	<b>46,482.43</b>
<b>OTHER EXPENSES</b>	
8700-03 Interfund Transfer Capital Project	-15,000.00
8700-07 Interfund Transfer Building Fund	15,000.00
<b>Total Other Expenses</b>	<b>0.00</b>
<b>NET OTHER INCOME</b>	<b>0.00</b>
<b>NET INCOME</b>	<b>\$46,482.43</b>

# Balance Sheet

As of November 30, 2019

	Total
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
1500-01 First American MM (5015)	512,635.88
1500-04 Cash-Audit Fund	12,055.83
1500-05 Cash-Liability Insurance Fund	85,382.90
1500-06 Cash-Unemployment Ins Fund	2,579.36
1500-07 Cash-Building Fund	-68,104.33
1500-08 Cash-Social Security Fund	15,569.37
1500-09 Cash-Pension Fund	25,069.21
1500-10 Cash-Debt Service Fund	0.00
1500-11 Equipment Fund	0.00
1500-12 Cash - IMRF Fund	3,508.32
1500-13 Capital Projects	30,000.00
1511-01 Invest/Savings 1st American Bank	0.00
<b>Total 1500-01 First American MM (5015)</b>	<b>618,696.54</b>
1501-01 First American Checking (5001)	76,347.11
1502-01 1st American Bank Donation A/C	0.00
<b>Total 1501-01 First American Checking (5001)</b>	<b>76,347.11</b>
1505-07 Chase Bank	7,760.17
1509-07 Cash - IPTIP IL Funds	93,631.44
1512-02 Kadlec Annuity #71797	54,894.96
1515-01 BMO Harris	230.44
eSPIRIT Checking (7115)	0.00
<b>Total Bank Accounts</b>	<b>851,560.66</b>
<b>Accounts Receivable</b>	
2000-01 RE Taxes Receivable-Corp	449,111.31
2000-04 Taxes Receivable-Audit	3,525.85
2000-05 Taxes Receivable-Insurance	2,219.74
2000-06 Taxes Receivable-Liab Insur	914.13
2000-07 Taxes Recievable-Bldg Fund	22,984.34
2000-08 Taxes Receivable-SS Fund	17,107.60
2000-09 Taxes Receivable-Pension Fund	6,268.23
<b>Total Accounts Receivable</b>	<b>502,131.20</b>
<b>Other Current Assets</b>	
1500-01 Kadlec Annuity	228,220.33
1500-02 Kadlect Annuity #19563	108,320.36
1500-03 Kadlec Annuity #37743	410,957.87
2200-01 Due to/from Special Accounts	0.00
<b>Total Other Current Assets</b>	<b>747,498.56</b>
<b>Total Current Assets</b>	<b>2,101,190.42</b>
<b>TOTAL ASSETS</b>	<b>\$2,101,190.42</b>



	Total
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
4100-01 Accounts Payable	11,469.36
4100-05 Accounts Payable Liability Fund	0.00
4100-06 Accounts Payable Unemployment Fund	0.00
4100-07 Accounts Payable Building Fund	76.10
4100-09 Accounts Payable Pension Fund	10,096.03
<b>Total Accounts Payable</b>	<b>21,641.49</b>
<b>Other Current Liabilities</b>	
4002-01 IMRF - Employee Contribution	1,206.75
4200-01 Accrued Wages	9,167.87
4220-01 Federal Withholding	0.00
4230-01 ICMA Retirement	-11,200.19
4240-01 State Withholding	0.00
4250-01 FICA Withholding	0.00
4265-01 Cafeteria Plan	0.00
4300-01 Deferred Tax Rev - Corp FD	449,110.49
4300-04 Deferred Tax Rev - Audit Fund	3,525.85
4300-05 Deferred Tax Rev Liability Fund	2,219.74
4300-06 Deferred Tax Rev Unemployment	914.13
4300-07 Deferred Tax Rev Building Fund	22,984.34
4300-08 Deferred Tax Rev SS	17,107.60
4300-09 Deferred Tax Rev Pension	6,268.23
<b>Total Other Current Liabilities</b>	<b>501,304.81</b>
<b>Total Current Liabilities</b>	<b>522,946.30</b>
<b>Long-Term Liabilities</b>	
8701-02 Debt Certificate Principle	17.30
<b>Total Long-Term Liabilities</b>	<b>17.30</b>
<b>Total Liabilities</b>	<b>522,963.60</b>
<b>Equity</b>	
3200-00 Retained Earnings	35,909.39
5600-01 General Fund Balance	1,287,777.00
5600-02 Debt Service Fund Balance	0.00
5600-03 Capital Projects Fund Balance	15,000.00
5600-04 Audit Fund	12,757.00
5600-05 Public Liability Fund Balance	95,642.00
5600-06 Unemployment Insurance Fund Balance	3,355.00
5600-07 Building Fund Balance	55,964.00
5600-08 Social Security Fund Balance	8,602.00
5600-09 Pension Fund Balance	16,738.00
Opening Balance Equity	0.00
Net Income	46,482.43

	Total
Total Equity	1,578,226.82
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$2,101,190.42</b>



# North Riverside Public Library District

## BALANCE SHEET

As of November 30, 2019

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	TOTAL
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<b>Total Current Liabilities</b>	<b>\$522,946.30</b>
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5600-09 Pension Fund Balance	16,738.00
Opening Balance Equity	0.00
Net Income	46,482.43
<b>Total Equity</b>	<b>\$1,578,226.82</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$2,101,190.42</b>

**North Riverside Public Library District**  
**Budget vs Actual**  
November 2019

<b>REVENUE</b>		<b>Actual</b>	<b>Budget</b>	<b>42% % of Budget</b>
6904-01	Donations	\$ 5,601.09	\$ 8,000	70%
6901-15	Estimated Loss Due to Property Assessment Appeals - Current Year		\$ -	0%
6901-14	Estimated Loss Due to Property Assessment Appeals-Future Years		\$ (15,000)	0%
6903-01	Fees and fines	\$ 9,964.59	\$ 12,000	83%
6905-01	Grants	\$ 19,766.00	\$ 150,000	13%
6906-01	Interest	\$ 1,331.60	\$ 220	605%
6901-01	Property tax	\$ 466,280.53	\$ 1,050,000	44%
6920-01	Unrealized Income Annuities	\$ (24,520.48)	\$ 20,000	-123%
6909-01	Memorial Books/Lost & Paid Materials	\$ 25.00	\$ -	0%
	Billable Expense Income	\$ 436.25	\$ -	0%
	<b>Total</b>	<b>\$ 478,885</b>	<b>\$ 1,225,220</b>	<b>39%</b>

<b>OPERATING EXPENSES</b>		<b>Actual</b>	<b>Budget</b>	<b>% of Budget</b>
<b>SALARIES</b>				
7504-01	library clerks	\$ 75,810	\$ 173,785	44%
7507-01	library pages	\$ 14,056	\$ 18,316	77%
7508-01	administrators	\$ 121,308	\$ 304,240	40%
7509-01	Salaries - Grant	\$ 233	\$ -	0%
	<b>Total</b>	<b>\$ 211,407</b>	<b>\$ 496,341</b>	<b>43%</b>
<b>BENEFITS</b>				
7600-05	health insurance	\$ 11,153	\$ 29,700	38%
7614-06	workers compensation		\$ 2,300	0%
7650-09	pension fund	\$ 14,453	\$ 31,452	46%
7660-06	unemployment insurance	\$ (1,093)	\$ 700	-156%
7670-08	social security/mcare	\$ 16,072	\$ 35,145	46%
	<b>Total</b>	<b>\$ 40,584</b>	<b>\$ 99,297</b>	<b>41%</b>
<b>TRAINING</b>				
7700-01	educational training trustees	\$ -	\$ 500	0%
7800-01	educational training staff	\$ 770	\$ 4,500	17%
	<b>Total</b>	<b>\$ 770</b>	<b>\$ 5,000</b>	<b>15%</b>

**OPERATING EXPENSES**

Actual

Budget

% of Budget

**MATERIALS**

8090-01	books on CD-adult	\$ 750	\$ 1,500	50%
8091-01	books on CD-children	\$ 287	\$ 700	41%
8096-01	compact disks-music-adult	\$ 138	\$ 400	34%
8097-01	compact disks-music-children	\$ 448	\$ 1,000	45%
8103-01	foreign language books		\$ -	0%
8104-01	adult fiction	\$ 6,146	\$ 14,500	42%
8105-01	adult nonfiction	\$ 4,518	\$ 9,500	48%
8106-01	children's fiction/nonfiction	\$ 5,782	\$ 18,000	32%
8107-01	YA Fiction/nonfiction	\$ 2,943	\$ 6,000	0%
8108-01	eBooks	\$ 799	\$ 5,000	16%
8115-01	adult large print	\$ 746	\$ 2,000	37%
8120-01	newspapers	\$ 3,627	\$ 3,500	104%
8130-01	internet databases	\$ 6,933	\$ 14,000	50%
8140-01	adult periodicals		\$ 900	0%
8141-01	Children's Periodicals		\$ 600	0%
8160-01	adult DVDs-feature movies	\$ 2,375	\$ 7,000	34%
8161-01	Adult Games	\$ 910	\$ 1,500	61%
8162-01	children's DVDs-movies	\$ 732	\$ 1,500	49%
8163-01	ya DVDs	\$ 819	\$ 1,500	55%
8164-01	foreign language DVDs		\$ -	0%
8166-01	children's games	\$ 1,304	\$ 2,500	52%
	<b>Total</b>	<b>\$ 39,257</b>	<b>\$ 91,600</b>	43%

**PROGRAMS**

8150-01	children's programs	\$ 1,234	\$ 3,000	41%
8152-01	children's summer reading program	\$ 1,220	\$ 4,000	30%
8153-01	ya programs	\$ 626	\$ 1,500	42%
8154-01	Makerspaces/library of things	\$ 825	\$ 4,000	
8155-01	adult programs	\$ 1,889	\$ 4,000	47%
8156-01	Technology programs		\$ 1,000	0%
8157-01	senior programs	\$ 768	\$ 2,000	0%
	<b>Total</b>	<b>\$ 6,561</b>	<b>\$ 19,500</b>	34%

**STRATEGIC INITIATIVES**

8158-01	Strategic Initiatives	\$ 452	\$ 4,000	11%
	<b>Total</b>	<b>\$ 452</b>	<b>\$ 4,000</b>	11%

**OPERATING EXPENSES**

Actual

Budget

% of Budget

**COMPUTERS**

8171-01	information technology	\$ 6,253	\$ 12,000	52%
8172-01	new computer equipment	\$ 8,505	\$ 11,500	74%
8175-01	mls computer fund	\$ 11,138	\$ 19,000	59%
8180-01	software	\$ 873	\$ 1,000	87%
8190-01	website	\$ 107	\$ 7,500	1%
8195-01	email	\$ 254	\$ 300	85%
	<b>Total</b>	<b>\$ 27,129</b>	<b>\$ 51,300</b>	53%

**OFFICE SUPPLIES**

8202-01	Office Supplies	\$ 5,738	\$ 13,000	44%
	<b>Total</b>	<b>\$ 5,738</b>	<b>\$ 13,000</b>	44%

**UTILITIES- OPERATING EXPENSE**

8301-07	telephone	\$ 6,511	\$ 13,000	50%
8302-07	electricity	\$ 14,724	\$ 32,000	46%
8303-07	gas	\$ 2,141	\$ 7,500	29%
8304-07	water/garbage	\$ 635	\$ 1,800	35%
	<b>Total</b>	<b>\$ 24,012</b>	<b>\$ 54,300</b>	44%

**BUILDING EXPENSE**

8306-07	building supplies and maintenance	\$ 1,794	\$ 12,000	15%
8308-07	service contracts	\$ 26,351	\$ 41,000	64%
8315-07	fees and permits	\$ 786	\$ 1,750	45%
8320-07	Building and Grounds	\$ 1,184	\$ 18,000	7%
8330-01	casual labor	\$ 375	\$ 3,500	11%
8335-07	building repairs	\$ 883	\$ 14,000	6%
	<b>Total</b>	<b>\$ 31,373</b>	<b>\$ 90,250</b>	35%

**TRAVEL**

8341-01	meals & dinners	\$ -	\$ -	0%
8342-01	lodging/meals/mileage	\$ 585	\$ 2,000	29%
	<b>Total</b>	<b>\$ 585</b>	<b>\$ 2,000</b>	29%

**OPERATING EXPENSES**

Actual

Budget

% of Budget

**OTHER EXPENSES**

8355-01	memberships	\$ 1,272	\$ 2,000	64%
8360-01	Grants	\$ 18,493	\$ 150,000	12%
8361-01	Donations	\$ 657	\$ 8,000	8%
8365-01	library promotion	\$ 627	\$ 6,000	10%
8370-01	postage	\$ 1,665	\$ 2,500	67%
8375-01	Advertising	\$ 511	\$ 3,500	15%
8385-01	memorials and tributes	\$ 99	\$ 500	20%
8432-01	mileage reimbursement		\$ -	0%
8396-01	bank charges and fees	\$ 240	\$ 150	160%
8399-01	ILL Loss/Damage	\$ 134	\$ 250	54%
	<b>Total</b>	<b>\$ 23,696</b>	<b>\$ 172,900</b>	<b>14%</b>

**OUTSIDE SERVICES**

8400-01	accounting	\$ 4,825	\$ 14,500	33%
8401-01	audit	\$ 7,800	\$ 9,500	82%
8402-01	legal fees	\$ 2,057	\$ 6,000	34%
8404-01	Staff Recognition	\$ 146	\$ 2,000	7%
8405-01	appraisal	\$ 450	\$ 1,500	30%
8305-01	architech/buidling consultant		\$ -	0%
8406-01	collection agency	\$ 81	\$ 200	40%
8408-01	strategic plan		\$ 500	0%
8410-01	printing	\$ 2,350	\$ 9,000	26%
8430-01	payroll expenses	\$ 2,709	\$ 4,500	60%
8435-01	background checks		\$ 150	0%
	<b>Total</b>	<b>\$ 20,418</b>	<b>\$ 47,850</b>	<b>43%</b>

**INSURANCE**

8460-05	liability insurance package	\$ -	\$ 15,000	0%
8470-05	directors/officers insurance	\$ -	\$ -	0%
	<b>Total</b>	<b>\$ -</b>	<b>\$ 15,000</b>	<b>0%</b>

**OTHER EXPENSES**

8360-01	Petty Cash	\$ -	\$ -	0%
8365-07	Building Promo	\$ 420	\$ -	0%
8395-01	Miscellaneous Expense	\$ -	\$ -	0%
	<b>Total</b>	<b>\$ 420</b>	<b>\$ -</b>	<b>0%</b>

**OTHER EXPENSES**

8600-01	Bond Interest	\$ -	\$ -	0%
8600-02	Bond Principal	\$ -	\$ -	0%
8601-02	Debt Certificate Interest	\$ -	\$ 2,500	0%
8701-02	Debt Certificate Principle	\$ -	\$ 30,000	0%
	<b>Total</b>	<b>\$ -</b>	<b>\$ 32,500</b>	<b>0%</b>

**TOTAL OPERATING EXPENSES**

\$ 432,402 \$ 1,194,838

36%

**NET INCOME**

\$ 46,482 \$ 30,382





# North Riverside Public Library District

## Check Detail

### November 2019

Date	Transaction	Name	Memo/Description	Amount
11/07/2019	Expense	IMRF	IMRF - October 2019	\$ 5,420.75
11/08/2019	Check	Amazon	Games, Children Programs, Children Fiction/Non Fiction, Grants, Adult DVD Fiction, Office Supplies, Children DVDs, Music CD, Building Supplies, Grants Mary Kadlec	\$ 7,180.67
11/08/2019	Check	Tina Aloisio	Refund	\$ 40.00
11/08/2019	Check	AT&T	INV S668163163-19295	\$ 296.26
11/08/2019	Check	AT&T	Monthly Service Oct 16-Nov 15 & Oct 10-Nov 9	\$ 738.82
11/08/2019	Check	Black Stone	Books on CD	\$ 205.69
11/08/2019	Check	Comcast	Telephone	\$ 219.85
11/08/2019	Check	Coverall North America	November service	\$ 1,227.56
11/08/2019	Check	Mary Cooper	Popcorn, supplies and mileage	\$ 60.42
11/08/2019	Check	CHASE	Parking, Postage, Staff Training, Makerspace library of things, Building repairs, Databases, Office Supplies, Grants, Children Programs, Adult Games, Adult programs, Building Grounds, YA Programs, Advertising	\$ 6,610.62
11/08/2019	Check	Dynegy Energy Services	Bill month October 2019	\$ 1,750.39
11/08/2019	Check	Demco	Silver tag, scotch tape, tote bags	\$ 154.23
11/08/2019	Check	Flow-Technics, Inc	Annual Inspection October 4 2019	\$ 375.00
11/08/2019	Check	Franczek Radelet	Professional Services through September	\$ 315.03
11/08/2019	Check	Gail Galivan	Tai Chi class December 2 2019	\$ 50.00
11/08/2019	Check	Hinckley Springs	Water	\$ 31.22
11/08/2019	Expense	Nicor Gas	Nicor Gas Payment	\$ 407.12
11/11/2019	Check	LEAF	Services for 2 toshibas Inv 9682520	\$ 683.50
11/11/2019	Check	Lauterbach & Amen, LLP	Services for September 2019	\$ 875.00
11/11/2019	Check	Joanne McMahon	Bingocize November	\$ 50.00
11/11/2019	Check	Bichthuy Nguyen	Program for December 13 & 14	\$ 100.00
11/11/2019	Check	OverDrive, Inc	e-books	\$ 167.24
11/11/2019	Check	Paychex - Human Resource Services	INV 10941469	\$ 171.00
11/11/2019	Check	Cheryl Plaza	Material and class November 20	\$ 62.66
11/11/2019	Check	Peregrine, Stine, Newman, Ritzman & Bruckner, Ltd.	Legal Services rendered	\$ 1,458.00
11/11/2019	Check	Quinlan Security Systems	CCTV System Additional cameras	\$ 682.70
11/11/2019	Check	Mike Susina	October PNG 3 hrs	\$ 45.00
11/11/2019	Check	SWAN	swan Fees	\$ 223.99
11/11/2019	Check	Seaway Supply Co.	Toilet tissue, towel folded, recycled bags, bags bleach	\$ 297.91
11/11/2019	Check	Terminix	Invoice 390855987	\$ 87.00
11/11/2019	Check	Technology Management Rev Fund	Billing # T2222065 Inv. T2006197	\$ 133.00
11/11/2019	Check	Unique Management Services, Inc	October Placements	\$ 35.80

11/11/2019	Check	West Town Mechanical	Invoice period 11/1/2019 - 11/30/2019	\$	272.00
11/11/2019	Check	LIMRiCC	Four members	\$	2,464.65
11/11/2019	Check	AT&T 1	IL835385 11/16/2019 - 12/15/2019	\$	63.10
11/11/2019	Check	Chicago Tribune	Digital and print til 05/24/20	\$	390.00
11/11/2019	Check	ICMA	W.O 10/14/19, 10/31/19	\$	904.70
11/11/2019	Check	Trimline Landscaping	Landscaping October	\$	560.00
11/11/2019	Check	Midwest Tape	Music CD Children, Children DVDs, YA DVDs	\$	466.25
11/11/2019	Check	BMO Harris Bank	Adobe, Website, Bank Fee	\$	143.50
11/11/2019	Check	INGRAM LIBRARY SERVICES	Adult Non Fiction, Donations	\$	1,451.97
11/11/2019	Check	Baker & Taylor	Adult Fiction, Children Fiction/Non Fiction, YA Fiction/Non Fiction, Advertising	\$	3,666.57
11/15/2019	Expense	Paychex - Human Resource Services	Payroll November	\$	58.44
11/18/2019	Check	CENGAGE Learning	Adult Large Print	\$	148.79
11/18/2019	Check	The Chicago Concert Winds	Senior Programs	\$	250.00
11/18/2019	Check	Versatile Computer Services	Tech Services	\$	750.00
11/18/2019	Check	Jo. McMahon	Bingocize December	\$	50.00
11/18/2019	Check	Jill Cannizzo	November Minutes	\$	75.00
11/30/2019	Expense	Paychex - Human Resource Services	Payroll November	\$	453.70
11/30/2019	Check	BMO Harris	Service Charge	\$	10.00
<b>Total</b>				<b>\$</b>	<b>42,335.10</b>

**NORTH RIVERSIDE PUBLIC LIBRARY DISTRICT**  
2400 S. DesPlaines Avenue  
North Riverside, IL 60546

**Minutes of the meeting of November 18, 2019**

1. Open of Meeting

A. The meeting was called to order by President Corgiat at 6:00 p.m. Roll call was taken.

Present: Kathy Bonnar, Annette Corgiat, P. J. Folz, Greg Gordon, Ken Rouleau, Al Pineda

Absent: Brad Lanken

Also Present: Natalie Starosta, Jill Cannizzo, Nathan Pasbrig & John Mathias

B. A quorum was established.

C. John Mathias was present.

D. Trustee Rouleau made a motion to approve the agenda as presented. Trustee Gordon seconded the motion. All ayes, motion carried.

2. Open Forum

John did not want to speak at this time.

3. Financial Reports

A. 2018/19 Audit

Nathan Pasbrig presented the draft of the audit report. If anyone has any questions or concerns, let Natalie know and then if she can't answer she will contact Nathan. Nathan will prepare the final and get it to the Board for the next meeting. It should be voted on at the December or January meeting.

B. Trustee Pineda had nothing to report tonight as the meeting was just before this meeting.

C. Trustee Gordon made a motion to approve the financial statements as presented. Trustee Rouleau seconded the motion. A roll call vote was taken.

Ayes: Kathy Bonnar, Annette Corgiat, P. J. Folz, Greg Gordon, Ken Rouleau, Al Pineda

Nays: None

Motion Carried

D. Trustee Folz made a motion to approve the check detail report #19-11 in the amount of \$60,558.63. Trustee Pineda seconded the motion. A roll call vote was taken.

Ayes: Kathy Bonnar, Annette Corgiat, P. J. Folz, Greg Gordon, Ken Rouleau, Al Pineda

Nays: None

Motion Carried

E. Trustee Rouleau made a motion to approve the authorization to transfer \$80,000. Trustee Folz seconded the motion. A roll call vote was taken.  
Ayes: Kathy Bonnar, Annette Corgiat, P. J. Folz, Greg Gordon, Ken Rouleau, Al Pineda  
Nays: None  
Motion Carried

#### 4. Committee Reports

##### A. Buildings and Grounds (Ken Rouleau, chairman)

1. HVAC - Natalie is meeting with Margaret from the HVAC Company on Wednesday to get an update and a time line. Once she has that she can get it to the lighting guy so he can figure out the grant stuff.

2. Capital Improvements - the drawings board should be here shortly and then the finishes can be picked out for the book sale room. Natalie is looking into a smart board on sale from Skokie Library to see if that would work for the small meeting room downstairs. Glass Wall Company came to do final finishes. They will do another meeting and then will order. It takes about 4 to 6 weeks after that.

##### B. Strategic Planning (P.J. Folz, chairman)

1. 2020 Strategic Plan - There were 2 meetings so far. The first one had one person and the second one had 2 people. Both meetings got some good feedback.

##### C. Personnel (Greg Gordon, chairman)

1. New circulation clerk - one person was hired. Her name is Jeanine. She is in training right now.

##### D. Policy (Kathy Bonnar, chairman)

###### 1. Policy Manual Update

Trustee Bonnar made a motion to approve the updated policy manual. Trustee Gordon seconded the motion. All in favor, motion carried.

#### 5. President

Holiday party is scheduled for January 12<sup>th</sup> at 5:00 p.m. and the menu was given to Natalie this evening.

#### 6. Director's Report

##### A. Build Guild

There is one more cabinet in process. Everything else is set up in there and is ready to go. A few little things need to be completed. It will be completed and ready to go on December 4<sup>th</sup>.

Fall Harvest Festival was rescheduled for May 8<sup>th</sup> and will be a mac n cheese competition.

##### B. Holiday Open House (December 4<sup>th</sup>)

Saturday, December 4<sup>th</sup> at 6:00 p.m.

It is the same date as the tree lighting across the street. They are trying to do times that will coordinate so that people can come here and then go over there for tree lighting.

7. Other Action Items

A. Approval of minutes

Trustee Rouleau made a motion to approve the minutes of the October 21, 2019 Board meeting as presented. Trustee Pineda seconded the motion. All ayes, motion carried.

B. North Riverside Historical Society Archives Contract

Trustee Gordon made a motion authorizing Natalie to write up a contract for the Library to house the archives (all but the sign) and then getting it to them to sign and then return it for approval at the next Board meeting. Trustee Rouleau seconded the motion. All ayes, motion carried.

C. Truth in Taxation

Director Starosta presented the Truth in Taxation.

Trustee Gordon made a motion to approve the Truth in Taxation certificate of compliance as presented. Trustee Pineda seconded the motion. All ayes, motion carried.

D. Levy Ordinance

Trustee Rouleau made a motion to approve the Levy Ordinance. Trustee Folz seconded the motion. All ayes, motion carried

8. Information Items

A. Committee meetings - None added tonight. All meetings go through the director.

B. Memorial Books Report - Two memorials were received for Richard Soumar \$6,000 from his estate and Jean Kadow approximately \$400 in book donations.

C. Correspondence - nothing tonight

D. Board Action Log - all up to date

E. Trustee Continuing Education - nothing tonight

F. Grants & Advocacy - There are a lot of grants being applied for

G. Rails and Swan - nothing tonight

9. Adjournment

Trustee Rouleau made a motion to adjourn the meeting at 7:05 p.m. Trustee Gordon seconded the motion. All ayes, motion carried.

The next Board meeting is scheduled for Monday, December 16 at 6:00 p.m.

Respectfully Submitted

Jill M. Cannizzo



# SUSANA A. MENDOZA

## ILLINOIS STATE COMPTROLLER

### CERTIFICATION OF 3/5 MAJORITY VOTE FORM

Name of Government: \_\_\_\_\_

Unit Code Number: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Pursuant to 50 ILCS 310/3, I, \_\_\_\_\_, the official record keeper  
of \_\_\_\_\_ government,  
certify that a copy of the **FY**\_\_\_\_\_ Annual Financial Report containing information required by the  
Comptroller, has been provided to each member of the governmental unit's board of elected officials,  
presented either in person or by a live phone or web connection during a public meeting, and was approved  
by a 3/5 majority vote.

\_\_\_\_\_  
Official Record Keeper Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

(affix government or notary seal/stamp here)

\_\_\_\_\_  
Notary Signature

**ALL FIELDS MUST BE PROPERLY COMPLETED TO BE AN APPROVED DOCUMENT**



**NORTH RIVERSIDE  
PUBLIC LIBRARY**

NORTH RIVERSIDE, IL

12/16/2019

Dear Sir or Madame,

In the absence of our Board President, please consider this my letter of support for Natalie Starosta for the Libraries Transforming Communities: Facilitation Skills for Small and Rural Libraries program. I believe that her involvement in this course would assist the North Riverside Public Library in our future goals to connect with the community and advocate for the library.

Thank you,

---

Greg Gordon

Vice-President

North Riverside Public Library District



Dec. 16<sup>th</sup>, 2019)

## DEED OF GIFT

(North Riverside Historical Society Archives)

I, \_\_\_\_\_, hereby give, assign and transfer to the North Riverside Public Library District (the "Library") all rights, title and interest in the archival materials described below (the "Archive") with no stipulations.

- Printed and hand written records
- Scrap books
- Photographs
- Memorabilia

In the event the Archive is no longer retained by the Library, the Archive shall be stored or disposed of as the Library sees fit.

I warrant and represent to the Library that:

1. I am designated by the North Riverside Historical Society as the elected president and am designated to make decisions concerning the Archive;
2. No other person or group has any legal or beneficial right to or interest in the Archive;
3. I have full and complete right, power and authority to make this gift;
4. This gift does not violate any statute, law, restriction or agreement.

The Archive is the sole property of the Library and the Library may display, digitize, or dispose of the Archive as the Library Board deems prudent.

I wish this gift to be identified in the Library's records as a donation from the North Riverside Historical Society.

I executed this Deed of Gift this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Bryant Rouleau  
President

ACCEPTED on \_\_\_\_\_  
Board of Library Trustees  
North Riverside Public Library District

By: \_\_\_\_\_  
Annette Corgiat, President



Resolution No. 12-1-19

\* \* \* \* \*

A RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital projects and authorizing and providing for the issue of not to exceed \$500,000 General Obligation (Limited Tax) Debt Certificates, Series 2020, by the North Riverside Public Library District, Cook County, Illinois, evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, providing for the security for and means of payment under the Agreement of the Certificates, and declaring the official intent to reimburse expenditures for certain capital expenditures of the District with the issuance of said Certificates.

\* \* \*

WHEREAS, the North Riverside Public Library District, Cook County, Illinois (the “*District*”), is a Public Library District of the State of Illinois operating under and pursuant to the Illinois Public Library District Act of 1991, as amended (the “*Library District Act*”), the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”) and together with the Library District Act (the “*Installment Purchase Provisions*”); and

WHEREAS, the Board of Library Trustees of the District (the “*Board*”) has considered the needs of the District and, in so doing, the Board has deemed and does now deem it advisable, necessary, and for the best interests of the District to replace the HVAC system and make other capital improvements within the District, including, in connection with said work, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful, or advisable thereto (the “*Project*”), all as shown on preliminary plans and cost estimates on file with and approved by the Board; and

WHEREAS, the District reasonably expects to advance its own funds to pay certain costs of the Project and subsequently reimburse these advances with proceeds of debt to be incurred by the District; and

WHEREAS, the Board has determined the total cost of the Project and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work and to the Agreement hereinafter provided for in this Resolution to be not less than \$500,000, plus estimated investment earnings which may be received on said sum prior to disbursement; and

WHEREAS, sufficient funds of the District are not available to pay the costs of the Project, and it will, therefore, be necessary to borrow money in the amount of not to exceed \$500,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the Installment Purchase Provisions, 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, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, 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 to authorize an Installment Purchase Agreement (the "*Agreement*"); name as counter-party to the Agreement the District Treasurer (the "*Treasurer*"), as nominee-seller; authorize the President and Secretary to execute and attest, respectively, the Agreement on behalf of the District and to file same with said Secretary in his or her capacity as keeper of the records and files of the District; and issue certificates evidencing the indebtedness incurred under the Agreement in the amount of not to exceed \$500,000:

NOW, THEREFORE, Be It and It Is Hereby Ordained by the President and Board of Library Trustees of the North Riverside Public Library District, Cook County, Illinois, as follows:

*Section 1.     Incorporation of Preambles.* The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

*Section 2.     Authorization.* It is necessary and advisable for the residents of the District to pay the costs of the Project and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of certificates evidencing the indebtedness incurred under the Agreement.

*Section 3.     Agreement is a General Obligation; Annual Appropriation; Contract to Issue Certificates.* The District hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the District payable from any funds of the District lawfully available and annually appropriated for such purpose. The District represents and warrants that the total amount due under the Agreement, 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 the Agreement.

*Section 4.     Execution and Filing of the Agreement.* From and after the effective date of this Resolution, the President, Vice-President and Secretary be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth in Section 5 of this Resolution, 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 shall constitute authority for the issuance of the Certificates hereinafter authorized.

*Section 5.      Form of the Agreement.* The Agreement shall be in substantially the form as follows:

Installment Purchase Agreement for purchase of real or personal property, or both, in and for the North Riverside Public Library District, Cook County, Illinois.

\* \* \*

THIS INSTALLMENT PURCHASE AGREEMENT (this “*Agreement*”) dated as of December 16, 2019, by and between the Treasurer (as hereinafter defined), as Nominee-Seller (the “*Seller*”), and the North Riverside Public Library District, Cook County, Illinois, a unit of local government of the State of Illinois (the “*District*”):

**WITNESSETH**

A.      The President and the Board of Library Trustees of the District (the “*Corporate Authorities*”) have determined to (i) replace the HVAC system and make other capital improvements within the District, including, in connection with said work, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful, or advisable thereto (the “*Project*”), and (ii) pay the costs of issuance of the Certificates (as such term is hereinafter defined), all for the benefit of the inhabitants of the District.

B.      Pursuant to the provisions of the Illinois Public Library District Act (the “*Library District Act*”), the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”) and together with the Library District Act, (the “*Installment Purchase*

*Provisions*”), 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, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Corporate Authorities shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 16th day of December, 2019, the Corporate Authorities, pursuant to Applicable Law and the need to provide for the Project, adopted a Resolution (the “*Resolution*”) authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Resolution is

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

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

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to make, construct, and acquire 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. MAKE AND ACQUIRE PROJECT

The Seller agrees to make, construct, and acquire 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 District conveys to the Seller any portion of the Project heretofore acquired by the District and to be paid from proceeds of the Certificates (as defined in the Resolution). 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 \$500,000, plus the amount of investment earnings which are earned on the amount deposited with the District's Treasurer from the sale of the Certificates and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$500,000, plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificates.

3. PAYMENTS

The payment of the entire purchase price in an amount not to exceed \$500,000 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;
- (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 Certificates in the Resolution.

#### 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 to the owners of the Certificates. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Resolution.

#### 5. TAX COVENANTS

The covenants relating to the tax-exempt status of the Certificates, as set forth in the Resolution, 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 Certificates 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 general 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 and to apply the proceeds thereof to the payment of principal and interest on the 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 his or her signature to be attested by the Secretary, and the District has caused this Installment Purchase Agreement to be executed by the President, and also attested by the Secretary and the seal of the District to be hereunto affixed, all as of the day and year first above written.

SELLER: Signature: SPECIMEN  
as Nominee-Seller and the Treasurer

Attest:

SPECIMEN  
Secretary

NORTH RIVERSIDE PUBLIC LIBRARY DISTRICT,  
COOK COUNTY, ILLINOIS

SPECIMEN  
President

[Seal]

Attest:

SPECIMEN  
Secretary

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF COOK        )

**CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary (the “*Secretary*”) of the North Riverside Public Library District, Cook County, Illinois (the “*District*”), and as such officer I do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2020, there was filed in my office a properly certified copy of that certain document, executed by the President, attested by me in my capacity as Secretary, and further executed, as Nominee-Seller, by the Treasurer, also attested by me, dated as of \_\_\_\_\_, 2020, and entitled “Installment Purchase Agreement for purchase of real or personal property, or both, in and for the North Riverside Public Library District, Cook County, Illinois”; and supporting the issuance of certain General Obligation (Limited Tax) Debt Certificates, 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 hereunto affix my official signature, this \_\_\_\_ day of \_\_\_\_\_, 2020.

SPECIMEN

Secretary

\* \* \*

*Section 6.      Certificate Details.* For the purpose of providing for the Project, there shall be issued and sold certificates of the District in the principal amount of not to exceed \$500,000, bearing interest at a rate of not to exceed 5.00%, which shall be designated “General Obligation (Limited Tax) Debt Certificates, Series 2020” (the “*Certificates*”). The Certificates

shall be dated as of the date set forth in the Notification of Sale and Certificate Order executed by the President of the Board (the "Certificate Order"), and shall also bear the date of authentication, shall be in fully registered form, shall be issued as one single Certificate and authorized integral multiples thereof (but no single Certificate shall represent installments of principal maturing on more than one date), and the Certificates shall become due and payable serially on the dates and in the amounts as further set forth in the Certificate Order. The Board hereby authorizes the District to borrow said funds by means of a lump sum loan, in installments (an "Advance"), or by any means authorized by law.

The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount (or, in the case of an Advance, the amount advanced and outstanding) of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable as set forth in the Certificate Order. Interest on each Certificate shall be paid by check or draft of the financial institution set forth in the Certificate Order (the "*Certificate Registrar*"), payable upon presentation in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Certificates shall be payable in lawful money of the United States of America at the office maintained for such purpose by the Certificate Registrar.

The Certificates shall be signed by the President and Secretary, and shall be countersigned by the Treasurer, and the seal of the District shall be affixed thereto or printed thereon, and in case any 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.

All Certificates 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 Resolution 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 Resolution. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

*Section 7.      Registration of Certificates; Persons Treated as Owners.    (a)    General.* The District shall cause books (the “*Certificate Register*”) for the registration and for the transfer of the Certificates as provided in this Resolution 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. The District is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the District for use in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the office maintained for such purpose by the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by, the

registered owner or his attorney 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 a new fully registered Certificate or Certificates of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same maturity of other authorized denominations. 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 outstanding Certificates of each maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such maturity less previous retirements.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days of mailing of a notice of redemption of any Certificates.

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 any Certificate shall be made only to or upon the order of the registered owner thereof or his 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 for any transfer or exchange of Certificates, 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 Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

*Section 8.      Redemption.* (a) The Certificates shall not be subject to mandatory and optional redemption except as set forth in the Certificate Order.

*Section 9.      Form of Certificate.* The Certificates shall be in substantially the following form; *provided, however*, that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions,” shall be omitted and paragraphs [6] through and thereafter shall be inserted immediately after paragraph [1]:

(Form of Certificate - Front Side)

Registered  
No. 1

Registered  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF COOK  
NORTH RIVERSIDE PUBLIC LIBRARY DISTRICT  
GENERAL OBLIGATION (LIMITED TAX)  
DEBT CERTIFICATE SERIES 2020**

Interest Rate  
\_\_\_\_%

Maturity Date  
\_\_\_\_\_, 20\_\_

Dated Date  
\_\_\_\_\_, 2020

CUSIP

Registered Owner:

Principal Amount:

[1] KNOW ALL MEN BY THESE PRESENTS, that the North Riverside Public Library District, Cook County, 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 as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on \_\_\_\_\_ of each year, commencing \_\_\_\_\_, 20\_\_, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the office maintained for such purpose by \_\_\_\_\_, as certificate registrar and paying agent (the “*Certificate Registrar*”). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Certificate Registrar at the close of business on the 15th day of the month next preceding each interest

payment date and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

[2] 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.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of certificates of which this is one, does not exceed any limitation imposed by law; that the obligation to make payments due hereon is a general obligation of the District payable from any funds of the District legally available and annually appropriated for such purpose, 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.

[4] 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.

[5] This Certificate is one of a series of certificates issued by the District to finance the cost to replace the HVAC system and make other capital improvements within the District,



including, in connection with said work, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful, or advisable thereto, in full compliance with the provisions of the Illinois Public Library District Act of 1991 (the “*Library District Act*”), and the Local Government Debt Reform Act of the State of Illinois (the “*Debt Reform Act*”), and all laws amendatory thereof and supplementary thereto, and is authorized by the Board of Library Trustees of the District by an Resolution duly and properly adopted for that purpose, in all respects as provided by law. The Certificates issued by the District in connection with the Project have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the “*Agreement*”), dated as of \_\_\_\_\_, 2020, entered into by and between the District and the Treasurer thereof, 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.

[6] [Optional and Mandatory Redemption provisions, as applicable, will be inserted here.

Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each 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.]

[7] This Certificate is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the office maintained for such purpose by the Certificate

Registrar in \_\_\_\_\_, \_\_\_\_\_, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing Resolution, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[8] The Certificates are issued in fully registered form in a single amount or authorized integral multiples thereof. This Certificate may be exchanged at the office maintained for such purpose by the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity of other authorized denominations, upon the terms set forth in the authorizing Resolution. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date[, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days of mailing of a notice of redemption of any Certificates].

[9] 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.

[10] In Witness Whereof, said North Riverside Public Library District, Cook County, Illinois, by its President and Board of Library Trustees, has caused this Certificate to be signed by the President and Secretary of said Board of Library Trustees, and to be countersigned by the

Treasurer thereof, and has caused the seal of the District to be affixed hereto or printed hereon,  
all as of the Dated Date identified above.

(Seal)

SPECIMEN

President

Countersigned:

SPECIMEN

Secretary

SPECIMEN

Treasurer

Date of Authentication: \_\_\_\_\_, 2020

CERTIFICATE  
OF  
AUTHENTICATION

Certificate Registrar and Paying Agent:

\_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_

This Certificate is one of the Certificates described in the within mentioned Resolution and is one of the General Obligation (Limited Tax) Debt Certificates, Series 2020, of the North Riverside Public Library District, Cook County, Illinois

By: SPECIMEN \_\_\_\_\_  
Authorized Officer

(Assignment)

For Value Received, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

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

\_\_\_\_\_  
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.

*Section 10. Sale of Certificates.* The President and Secretary of the Board of Library Trustees (the “*Designated Representatives*”) are hereby authorized to proceed without any further authorization or direction from the Board, to sell the Certificates upon the terms as prescribed in this Resolution. The Certificates hereby authorized shall be executed as in this Resolution provided as soon after the delivery of the Certificate Order as may be, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Certificate Registrar, be by said Treasurer delivered to each purchaser thereof, namely, First American Bank (the “Purchaser”), upon receipt of the purchase price therefor, the same being not less than par of the principal amount of the Certificates plus any accrued interest to date of delivery.

Upon the sale of the Certificates, as evidenced by the execution and delivery of the Certificate Order by the Designated Representatives, the President, Secretary and Treasurer and any other officers of the District, as shall be appropriate, shall be and are hereby authorized and

directed to approve or execute, or both, such documents of sale of the Certificates as may be necessary, including, without limitation, the contract for the sale of the Certificates between the District and the Purchaser (the “*Purchase Contract*”). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the District, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

*Section 11. Use of Certificate Proceeds.* Any accrued interest received on the delivery of the Certificates is hereby appropriated for the purpose of paying first interest due on the Certificates and is hereby ordered deposited into the “Debt Certificate Fund of 2020” (the “*Certificate Fund*”), which shall be the fund for the payment of the principal of and interest on the Certificates. Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for such purpose.

The remaining principal proceeds of the Certificates and any premium received on the delivery of the Certificates are hereby appropriated to pay the costs of issuance of the Certificates and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the “Capital Improvement Account of the District” (the “*Project Fund*”), hereby created. It is hereby found and determined and hereby declared and set forth that the Board (i) has not entered into an agreement of any kind with any entity, party or person (including, but not limited to, the Purchaser) to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the

proceeds of the Certificates deposited into the Project Fund for any period of time. Moneys in the Project Fund shall be used to pay costs of the Project 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 the applicable laws of the State of Illinois, and the rules and procedures of the District for same.

2. Pursuant to this Resolution or subsequent resolution or resolutions to be duly adopted, the Board shall identify all or a designated portion of each Work Contract to the Agreement. The Work Contracts attached hereto as *Exhibit 1* are hereby identified to the Agreement. This Resolution, any such further resolution and said Work Contracts shall be filed of record with the Secretary and the Treasurer. The adoption and filing of any such resolution or resolutions and the Work Contracts with such officers shall constitute authority for the Treasurer to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further ordinances, resolutions, orders, vouchers, warrants, or other proceedings as are required under the applicable laws of the State of Illinois, 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, the Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificates to one or more related funds 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 such funds and the proceeds of the Certificates, as herein provided, as if the funds described above had in fact been created.

*Section 12. Tax and Arbitrage Representations of the District.* One purpose of this Section is to set forth various facts regarding the Certificates and to establish the expectations of the Board and the District as to future events regarding the Certificates 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 Certificates. 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 Certificates) if taking, permitting or omitting to take such action would cause any of the Certificates to be an arbitrage bond or a private activity bond within the meaning of the hereinafter defined Code or would otherwise cause the interest on the Certificates 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 Certificates, 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 Board and the District certify, covenant and represent as follows:

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

“*Affiliated Person*” means any Person that (a) at any time during the six months prior to the execution and delivery of the Certificates, (i) has more than five percent of

the voting power of the governing body of the District in the aggregate vested in its directors, officers, owners, and employees or, (ii) has more than five percent of the voting power of its governing body in the aggregate vested in directors, officers, Board members or employees of the District or (b) during the one-year period beginning six months prior to the execution and delivery of the Certificates, (i) the composition of the governing body of which is modified or established to reflect (directly or indirectly) representation of the interests of the District (or for which an agreement, understanding, or arrangement relating to such a modification or establishment during that one-year period) or (ii) the composition of the governing body of the District is modified or established to reflect (directly or indirectly) representation of the interests of such Person (or for which an agreement, understanding, or arrangement relating to such a modification or establishment during that one-year period).

“*Bond Counsel*” means Ice Miller LLP or any other nationally recognized firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

“*Capital Expenditures*” means costs of a type that would be properly chargeable to a capital account under the Code (or would be so chargeable with a proper election) under federal income tax principles if the District were treated as a corporation subject to federal income taxation, taking into account the definition of Placed-in-Service set forth herein.

“*Closing*” means the first date on which the District is receiving the purchase price for the Certificates.

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

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

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

- (a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or
- (b) to require the use of funds or assets of a Controlled Entity for any purpose.

“*Controlled Entity*” means any entity or one of a group of entities that is subject to Control by a Controlling Entity or group of Controlling Entities.



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

“*Controlling Entity*” means any entity or one of a group of entities directly or indirectly having Control of any entities or group of entities.

“*Costs of Issuance*” means the costs of issuing the Certificates, including underwriters’ discount and legal fees.

“*De minimis Amount of Original Issue Discount or Premium*” means with respect to an obligation (a) any original issue discount or premium that does not exceed two percent of the stated redemption price at maturity of the Certificates plus (b) any original issue premium that is attributable exclusively to reasonable underwriter’s compensation.

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

“*GIC*” means (a) any investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate and (b) any agreement to supply investments on two or more future dates (*e.g.*, a forward supply contract).

“*Gross Proceeds*” means amounts in the Certificate Fund and the Project Fund.

“*Net Sale Proceeds*” means amounts actually or constructively received from the sale of the Certificates reduced by any such amounts that are deposited in a reasonably required reserve or replacement fund for the Certificates.

“*Person*” means any entity with standing to be sued or to sue, including any natural person, corporation, body politic, governmental unit, agency, authority, partnership, trust, estate, association, company, or group of any of the above.

“*Placed-in-Service*” means the date on which, based on all facts and circumstances (a) a facility has reached a degree of completion that would permit its operation at substantially its design level and (b) the facility is, in fact, in operation at such level.

“*Private Business Use*” means any use of the Project by any Person other than a state or local government unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Project on the same basis as the general public. Private Business Use includes any formal or informal arrangement with any person other than a state or local governmental unit that conveys special legal entitlements to any portion of the Project that is available for use by the general public or that conveys to any person other than a state or local governmental unit any special

economic benefit with respect to any portion of the Project that is not available for use by the general public.

*“Qualified Administrative Costs of Investments”* means (a) reasonable, direct administrative costs (other than carrying costs) such as separately stated brokerage or selling commissions but not legal and accounting fees, recordkeeping, custody and similar costs; or (b) all reasonable administrative costs, direct or indirect, incurred by a publicly offered regulated investment company or an External Commingled Fund.

*“Qualified Tax Exempt Obligations”* means (a) any obligation described in Section 103(a) of the Code, the interest on which is excludable from gross income of the owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; (b) an interest in a regulated investment company to the extent that at least ninety-five percent of the income to the holder of the interest is interest which is excludable from gross income under Section 103 of the Code of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; and (c) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. part 344.

*“Rebate Fund”* means the fund, if any, identified and defined in paragraph 4.2 herein.

*“Rebate Provisions”* means the rebate requirements contained in Section 148(f) of the Code and in the Regulations.

*“Regulations”* means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

*“Reimbursed Expenditures”* means expenditures of the District paid prior to Closing to which Sale Proceeds or investment earnings thereon are or will be allocated.

*“Sale Proceeds”* means amounts actually or constructively received from the sale of the Certificates, including (a) amounts used to pay underwriters’ discount or compensation and accrued interest, other than accrued interest for a period not greater than one year before Closing but only if it is to be paid within one year after Closing and (b) amounts derived from the sale of any right that is part of the terms of a Certificate or is otherwise associated with a Certificate (*e.g.*, a redemption right).

*“Yield”* means that discount rate which when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation (using semiannual compounding on the basis of a 360-day year) produces an amount equal to the obligation’s purchase price (or in the case of the Certificates, the issue price as established in paragraph 5.1 hereof), including accrued interest.

*“Yield Reduction Payment”* means a rebate payment or any other amount paid to the United States in the same manner as rebate amounts are required to be paid or at such

other time or in such manner as the Internal Revenue Service may prescribe that will be treated as a reduction in Yield of an investment under the Regulations.

2.1. *Purpose of the Certificates.* The Certificates are being issued to finance the Project in a prudent manner consistent with the revenue needs of the District. A breakdown of the sources and uses of funds is set forth in the preceding Section of this Resolution. At least 75% of the sum of (i) Sale Proceeds plus (ii) investment earnings thereon during the period ending on the date of completion of the Project, less (iii) Costs of Issuance paid from Sale Proceeds or investment earnings thereon, less (iv) Sale Proceeds or investment earnings thereon deposited in a reasonably required reserve or replacement fund, are expected to be used for construction purposes with respect to property owned by a governmental unit or a Section 501(c)(3) organization. Except for any accrued interest on the Certificates used to pay first interest due on the Certificates, no proceeds of the Certificates will be used more than 30 days after the date of issue of the Certificates for the purpose of paying any principal or interest on any issue of bonds, notes, certificates or warrants or on any installment contract or other obligation of the District or for the purpose of replacing any funds of the District used for such purpose.

2.2. *The Project — Binding Commitment and Timing.* The District has incurred or will, within six months of the Closing, incur a substantial binding obligation (not subject to contingencies within the control of the District or any member of the same Controlled Group as the District) to a third party to expend at least five percent of the Net Sale Proceeds on the Project. It is expected that the work of acquiring and constructing the Project and the expenditure of amounts deposited into the Project Fund will continue to proceed with due diligence through the third anniversary of the issuance of the Certificates at which time it is anticipated that all Sale Proceeds and investment earnings thereon will have been spent.

2.3. *Reimbursement.* The Village intends this Ordinance to satisfy the requirements of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the “Code”), and specifically Treasury Reg. §1.150-2(d), regarding the declaration by the Village of its official intent to issue its bonds for the purpose of reimbursing original expenditures (as that term is defined in Treasury Reg. §1.150-2(c)) incurred with respect to the Project within 60 days preceding the adoption of this Ordinance.

2.4. *Working Capital.* All Sale Proceeds and investment earnings thereon will be used, directly or indirectly, to finance Capital Expenditures other than the following:

- (a) an amount not to exceed five percent of the Sale Proceeds for working capital expenditures directly related to Capital Expenditures financed by the Certificates;
- (b) payments of interest on the Certificates for a period commencing at Closing and ending on the later of the date three years after Closing or one year after the date on which the Project is Placed-in-Service;

(c) costs of Issuance and Qualified Administrative Costs of Investments;

(d) payments of rebate or Yield Reduction Payments made to the United States under the Regulations;

(e) principal of or interest on the Certificates paid from unexpected excess Sale Proceeds and investment earnings thereon;

(f) investment earnings that are commingled with substantial other revenues and are expected to be allocated to expenditures within six months.

2.5. *Consequences of Contrary Expenditure.* The District acknowledges that if Sale Proceeds and investment earnings thereon are spent for non-Capital Expenditures other than as permitted by paragraph 2.4 hereof, a like amount of then available funds of the District will be treated as unspent Sale Proceeds.

2.6. *Investment of Certificate Proceeds.* Not more than 50% of the Sale Proceeds and investment earnings thereon are or will be invested in investments (other than Qualified Tax Exempt Obligations) having a Yield that is substantially guaranteed for four years or more. No portion of the Certificates is being issued solely for the purpose of investing a portion of Sale Proceeds or investment earnings thereon at a Yield higher than the Yield on the Certificates.

It is expected that the Sale Proceeds deposited into the Project Fund, including investment earnings on the Project Fund, will be spent to pay costs of the Project and interest on the Certificates not later than the date set forth in paragraph 2.2 hereof, the investment earnings on the Certificate Fund will be spent to pay interest on the Certificates, or to the extent permitted by law, investment earnings on amounts in the Project Fund and the Certificate Fund will be commingled with substantial revenues from the governmental operations of the District, and the earnings are reasonably expected to be spent for governmental purposes within six months of the date earned. Interest earnings on the Project Fund and the Certificate Fund have not been earmarked or restricted by the Board for a designated purpose.

2.7. *No Grants.* None of the Sale Proceeds or investment earnings thereon will be used to make grants to any person.

2.8. *Hedges.* Neither the District nor any member of the same Controlled Group as the District has entered into or expects to enter into any hedge (*e.g.*, an interest rate swap, interest rate cap, futures contract, forward contract or an option) with respect to the Certificates. The District acknowledges that any such hedge could affect, among other things, the calculation of Certificate Yield under the Regulations. The Internal Revenue Service could recalculate Certificate Yield if the failure to account for the hedge fails to clearly reflect the economic substance of the transaction.

The District also acknowledges that if it acquires a hedging contract with an investment element (including *e.g.*, an off-market swap agreement, or any cap agreement

for which all or a portion of the premium is paid at, or before the effective date of the cap agreement), then a portion of such hedging contract may be treated as an investment of Gross Proceeds of the Certificates, and be subject to the fair market purchase price rules, rebate and yield restriction. The District agrees not to use proceeds of the Certificates to pay for any such hedging contract in whole or in part. The District also agrees that it will not give any assurances to any Certificate holder, or any other credit or liquidity enhancer with respect to the Certificates that any such hedging contract will be entered into or maintained. The District recognizes that if a portion of a hedging contract is determined to be an investment of gross proceeds, such portion may not be fairly priced even if the hedging contract as a whole is fairly priced.

2.9. *Internal Revenue Service Audits.* The District represents that the Internal Revenue Service has not contacted the District regarding any obligations issued by or on behalf of the District. To the best of the knowledge of the District, no such obligations of the District are currently under examination by the Internal Revenue Service.

3.1. *Use of Proceeds.* (a) The use of the Sale Proceeds and investment earnings thereon and the funds held under this Resolution at the time of Closing are described in the preceding Section of this Resolution. No Sale Proceeds will be used to pre-pay for goods or services to be received over a period of years prior to the date such goods or services are to be received. No Sale Proceeds or any investment earnings thereon will be used to pay for or otherwise acquire goods or services from an Affiliated Person.

(b) Only the funds and accounts described in said Section will be funded at Closing. There are no other funds or accounts created under this Resolution, other than the Rebate Fund if it is created as provided in paragraph 4.2 hereof.

(c) Principal of and interest on the Certificates will be paid from the Certificate Fund.

(d) Any Costs of Issuance incurred in connection with the issuance of the Certificates to be paid by the District will be paid at the time of Closing.

(e) The costs of the Project will be paid from the Project Fund and no other moneys (except for investment earnings on amounts in the Project Fund) are expected to be deposited therein.

3.2. *Purpose of Certificate Fund.* The Certificate Fund will be used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Certificates in each bond year. It is expected that the Certificate Fund will be depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (a) the earnings on the investment of moneys in the Certificate Fund for the immediately preceding bond year or (b) 1/12th of the principal and interest payments on the Certificates for the immediately preceding bond year.

3.3. [Reserved.]

3.4. *No Other Gross Proceeds.* (a) Except for the Certificate Fund and the Project Fund, and except for investment earnings that have been commingled as described in paragraph 2.6 and any credit enhancement or liquidity device related to the Certificates, after the issuance of the Certificates, neither the District nor any member of the same Controlled Group as the District has or will have any property, including cash, securities or will have any property, including cash, securities or any other property held as a passive vehicle for the production of income or for investment purposes, that constitutes:

(i) Sale Proceeds;

(ii) amounts in any fund or account with respect to the Certificates (other than the Rebate Fund);

(iii) amounts that have a sufficiently direct nexus to the Certificates or to the governmental purpose of the Certificates to conclude that the amounts would have been used for that governmental purpose if the Certificates were not used or to be used for that governmental purpose (the mere availability or preliminary earmarking of such amounts for a governmental purpose, however, does not itself establish such a sufficient nexus);

(iv) amounts in a debt service fund, redemption fund, replacement fund or any similar fund to the extent reasonably expected to be used directly or indirectly to pay principal of or interest on the Certificates or any amounts for which there is provided, directly or indirectly, a reasonable assurance that the amount will be available to pay principal of or interest on the Certificates or any obligations under any credit enhancement or liquidity device with respect to the Certificates, even if the District encounters financial difficulties;

(v) any amounts held pursuant to any agreement (such as an agreement to maintain certain levels of types of assets) made for the benefit of the Certificateholders or any credit enhancement provider, including any liquidity device or negative pledge (*e.g.*, any amount pledged to pay principal of or interest on an issue held under an agreement to maintain the amount at a particular level for the direct or indirect benefit of holders of the Certificates or a guarantor of the Certificates); or

(vi) amounts actually or constructively received from the investment and reinvestment of the amounts described in (i) or (ii) above.

(b) No compensating balance, liquidity account, negative pledge of property held for investment purposes required to be maintained at least at a particular level or similar arrangement exists with respect to, in any way, the Certificates or any credit enhancement or liquidity device related to the Certificates.

(c) The term of the Certificates is not longer than is reasonably necessary for the governmental purposes of the Certificates. The average reasonably expected economic life of the Project is at least 12 years. The weighted average maturity of the

Certificates does not exceed 20 years and does not exceed 120 percent of the average reasonably expected economic life of the Project. The maturity schedule of the Certificates (the "*Principal Payment Schedule*") is based on an analysis of revenues expected to be available to pay debt service on the Certificates. The Principal Payment Schedule is not more rapid (*i.e.*, having a lower average maturity) because a more rapid schedule would place an undue burden on tax rates and cause such rates to be increased beyond prudent levels, and would be inconsistent with the governmental purpose of the Certificates as set forth in paragraph 2.1 hereof.

4.1. *Compliance with Rebate Provisions.* The District covenants to take such actions and make, or cause to be made, all calculations, transfers and payments that may be necessary to comply with the Rebate Provisions applicable to the Certificates. The District will make, or cause to be made, rebate payments with respect to the Certificates in accordance with law.

4.2. *Rebate Fund.* The District is hereby authorized to create and establish a special fund to be known as the Rebate Fund (the "*Rebate Fund*"), which, if created, shall be continuously held, invested, expended and accounted for in accordance with this Resolution. Moneys in the Rebate Fund shall not be considered moneys held for the benefit of the owners of the Certificates. Except as provided in the Regulations, moneys in the Rebate Fund (including earnings and deposits therein) shall be held in trust for payment to the United States as required by the Rebate Provisions and by the Regulations and as contemplated under the provisions of this Resolution.

4.3. *Records.* The District agrees to keep and retain or cause to be kept and retained until six years (three years for the records required by paragraph 4.4(c) hereof) after the Certificates are paid in full adequate records with respect to the investment of all Gross Proceeds and amounts in the Rebate Fund. Such records shall include: (a) purchase price; (b) purchase date; (c) type of investment; (d) accrued interest paid; (e) interest rate; (f) principal amount; (g) maturity date; (h) interest payment date; (i) date of liquidation; and (j) receipt upon liquidation.

If any investment becomes Gross Proceeds on a date other than the date such investment is purchased, the records required to be kept shall include the fair market value of such investment on the date it becomes Gross Proceeds. If any investment is retained after the date the last Certificate is retired, the records required to be kept shall include the fair market value of such investment on the date the last Certificate is retired. Amounts or investments will be segregated whenever necessary to maintain these records.

4.4. *Fair Market Value; Certificates of Deposit and Investment Agreements.* The District will continuously invest all amounts on deposit in the Rebate Fund, together with the amounts, if any, to be transferred to the Rebate Fund, in any investment permitted under this Resolution. In making investments of Gross Proceeds or of amounts in the Rebate Fund the District shall take into account prudent investment standards and the date on which such moneys may be needed. Except as provided in the next sentence, all amounts that constitute Gross Proceeds and all amounts in the Rebate Fund shall be

invested at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States purchased directly from the United States. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary.

Gross Proceeds and any amounts in the Rebate Fund that are invested in certificates of deposit or in GICs shall be invested only in accordance with the following provisions:

(a) Investments in certificates of deposit of banks or savings and loan associations that have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal shall be made only if either (i) the Yield on the certificate of deposit (A) is not less than the Yield on reasonably comparable direct obligations of the United States and (B) is not less than the highest Yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public or (ii) the investment is an investment in a GIC and qualifies under paragraph (b) below.

(b) Investments in GICs shall be made only if

(i) the bid specifications are in writing, include all material terms of the bid and are timely forwarded to potential providers (a term is material if it may directly or indirectly affect the yield on the GIC);

(ii) the terms of the bid specifications are commercially reasonable (a term is commercially reasonable if there is a legitimate business purpose for the term other than to reduce the yield on the GIC);

(iii) all bidders for the GIC have equal opportunity to bid so that, for example, no bidder is given the opportunity to review others bids (a last look) before bidding;

(iv) any agent used to conduct the bidding for the GIC does not bid to provide the GIC;

(v) at least three of the providers solicited for bids for the GIC are reasonably competitive providers of investments of the type purchased (*i.e.*, providers that have established industry reputations as competitive providers of the type of investments being purchased);

(vi) at least three of the entities that submit a bid do not have a financial interest in the Certificates;

(vii) at least one of the entities that provided a bid is a reasonably competitive provider that does not have a financial interest in the Certificates;



(viii) the bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the District or any other person (whether or not in connection with the Certificates) and that the bid is not being submitted solely as a courtesy to the District or any other person for purposes of satisfying the federal income tax requirements relating to the bidding for the GIC;

(ix) the determination of the terms of the GIC takes into account the reasonably expected deposit and drawdown schedule for the amounts to be invested;

(x) the highest-yielding GIC for which a qualifying bid is made (determined net of broker's fees) is in fact purchased; and

(xi) the obligor on the GIC certifies the administrative costs that it is paying or expects to pay to third parties in connection with the GIC.

(c) If a GIC is purchased, the District will retain the following records with its bond documents until three years after the Certificates are redeemed in their entirety:

(i) a copy of the GIC;

(ii) the receipt or other record of the amount actually paid for the GIC, including a record of any administrative costs paid, and the certification under subparagraph (b)(xi) of this paragraph;

(iii) for each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results; and

(vi) the bid solicitation form and, if the terms of the GIC deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

Moneys to be rebated to the United States shall be invested to mature on or prior to the anticipated rebate payment date. All investments made with Gross Proceeds or amounts in the Rebate Fund shall be bought and sold at fair market value. The fair market value of an investment is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction. Except for investments specifically described in this Section and United States Treasury obligations that are purchased directly from the United States Treasury, only investments that are traded on an established securities market, within the meaning of regulations promulgated under Section 1273 of the Code, will be purchased with Gross Proceeds. In general, an "established securities market" includes: (i) property that is listed on a national securities exchange, an interdealer quotation system or certain foreign exchanges; (ii) property that is traded on a Commodities Futures Trading Commission designated board of trade or an interbank market; (iii) property that appears on a quotation medium; and (iv) property for

which price quotations are readily available from dealers and brokers. A debt instrument is not treated as traded on an established market solely because it is convertible into property which is so traded.

An investment of Gross Proceeds in an External Commingled Fund shall be made only to the extent that such investment is made without an intent to reduce the amount to be rebated to the United States Government or to create a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the rebate or Yield restriction requirements not been relevant to the District. An investment of Gross Proceeds shall be made in a Commingled Fund other than an External Commingled Fund only if the investments made by such Commingled Fund satisfy the provisions of this paragraph.

A single investment, or multiple investments awarded to a provider based on a single bid may not be used for funds subject to different rules relating to rebate or yield restriction.

The foregoing provisions of this paragraph satisfy various safe harbors set forth in the Regulations relating to the valuation of certain types of investments. The safe harbor provisions of this paragraph are contained herein for the protection of the District, who has covenanted not to take any action to adversely affect the tax-exempt status of the interest on the Certificates. The District will contact Bond Counsel if it does not wish to comply with the provisions of this paragraph and forego the protection provided by the safe harbors provided herein.

4.5. *Arbitrage Elections.* The President, Secretary and Treasurer of the Board are hereby authorized to execute one or more elections regarding certain matters with respect to arbitrage.

4.6. *Small Issuer Exception.* The District is a governmental unit that has the power to impose a tax or to cause another entity to impose a tax of general applicability that, when collected, may be used for the governmental purposes of the District. The power to impose such tax is not contingent on approval by another governmental unit; a tax of general applicability is one that is not limited to a small number of persons. The District is not subject to Control by any other governmental unit or political subdivision. None of the Certificates is or will be a "private activity bond" (as defined in Section 141 of the Code). Ninety-five percent or more of the Sale Proceeds will be used for local governmental activities of the District. Neither the District, any entity that issues tax-exempt bonds on behalf of the District nor any entity subject to Control by the District will issue, during the calendar year 2020, any tax-exempt bonds in an aggregate face amount in excess of the *maximum aggregate face amount* (as hereinafter defined). As used herein, (a) "tax-exempt bonds" means obligations of any kind, the interest on which is excludable from gross income of the holders or owners thereof for federal income tax purposes pursuant to Section 103 of the Code but not including (i) "private activity bonds" (as defined in Section 141 of the Code) or (ii) obligations issued to refund another obligation if it is issued not more than 90 days before the redemption of the refunded obligation to the extent the amount of the refunding obligation does not exceed

the outstanding amount of the refunded obligation, (b) "*aggregate face amount*" means, if an issue has more than a De minimis Amount of Original Issue Discount or Premium, the issue price of the issue and otherwise means the face amount of the issue and (c) "*maximum aggregate face amount*" means, the sum of (i) \$5,000,000 and (ii) the aggregate face amount of bonds issued during the calendar year that are allocable to financing construction expenditures for public school facilities, but in no event can the *maximum aggregate face amount* exceed \$10,000,000. As of the date hereof, no tax-exempt bonds or other obligations (other than the Certificates) have been issued by the District, any entity that issues tax-exempt bonds on behalf of the District or any entity subject to Control by the District during the calendar year 2020. The District does not reasonably expect that it, any entity that issues tax-exempt bonds on behalf of the District or any entity subject to Control by the District (including but not limited to the District) will issue any such tax-exempt bonds or other obligations within calendar year 2020. Therefore, subject to compliance with all the terms and provisions hereof, the District is excepted from the required rebate of arbitrage profits on the Certificates under Section 148(f)(4)(D) of the Code and from the terms and provisions of this Resolution that need only be complied with if the District is subject to the arbitrage rebate requirement.

5.1 *Issue Price.* For purposes of determining the Yield on the Certificates, the purchase price of the Certificates is equal to the first offering price (including accrued interest) at which the Purchaser sold at least ten percent of the principal amount of each maturity of the Certificates to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). All of the Certificates have been the subject of a bona fide initial offering to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) at prices equal to those set forth in the Official Statement. Based upon prevailing market conditions, such prices are not less than the fair market value of each Certificate as of the sale date for the Certificates.

5.2. *Yield Limits.* Except as provided in paragraph (a) or (b), all Gross Proceeds shall be invested at market prices and at a Yield (after taking into account any Yield Reduction Payments) not in excess of the Yield on the Certificates plus, if only for amounts in the Project Fund are subject to this yield limitation, 1/8th of one percent.

The following may be invested without Yield restriction:

(a) (i) amounts on deposit in the Certificate Fund (except for capitalized interest) that have not been on deposit under this Resolution for more than 13 months, so long as the Certificate Fund continues to qualify as a bona fide debt service fund as described in paragraph 3.2 hereof;

(ii) amounts on deposit in the Project Fund that are reasonably expected to pay for the costs of the Project, costs of issuance of the Certificates, or interest on the Certificates during the three year period beginning on the date of issue of the Certificates prior to three years after Closing;

(iii) amounts in the Certificate Fund to be used to pay capitalized interest on the Certificates prior to the earlier of three years after Closing or the payment of all capitalized interest;

(b) (i) An amount not to exceed the lesser of \$100,000 or five percent of the Sale Proceeds;

(ii) amounts invested in Qualified Tax Exempt Obligations (to the extent permitted by law and this Resolution);

(iii) amounts in the Rebate Fund;

(iv) all amounts other than Sale Proceeds for the first 30 days after they become Gross Proceeds; and

(v) all amounts derived from the investment of Sale Proceeds or investment earnings thereon for a period of one year from the date received.

5.3. *Continuing Nature of Yield Limits.* Except as provided in paragraph 7.9 hereof, once moneys are subject to the Yield limits of paragraph 5.2 hereof, such moneys remain Yield restricted until they cease to be Gross Proceeds.

5.4. *Federal Guarantees.* Except for investments meeting the requirements of paragraph 5.2(a) hereof, investments of Gross Proceeds shall not be made in (a) investments constituting obligations of or guaranteed, directly or indirectly, by the United States (except obligations of the United States Treasury, or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank, as amended (*e.g.*, Refcorp Strips)); or (b) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code). Except as otherwise permitted in the immediately prior sentence and in the Regulations, no portion of the payment of principal or interest on the Certificates or any credit enhancement or liquidity device relating to the foregoing is or will be guaranteed, directly or indirectly (in whole or in part), by the United States (or any agency or instrumentality thereof), including a lease, incentive payment, research or output contract or any similar arrangement, agreement or understanding with the United States or any agency or instrumentality thereof. No portion of the Gross Proceeds has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof). Neither this paragraph nor paragraph 5.5 hereof applies to any guarantee by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

5.5. *Investments After the Expiration of Temporary Periods, Etc.* After the expiration of the temporary period set forth in paragraph 5.2(a)(ii) hereof, amounts in the Project Fund may not be invested in (i) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code) or (ii) investments constituting obligations of or

guaranteed, directly or indirectly, by the United States (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (*e.g.*, Refcorp Strips). Any other amounts that are subject to the yield limitation in paragraph 5.2 hereof because paragraph 5.2(a) hereof is not applicable and amounts not subject to yield restriction only because they are described in paragraph 5.2(b) hereof, are also subject to the limitation set forth in the preceding sentence.

6.1. *Payment and Use Tests.* (a) No more than five percent of the Sale Proceeds plus investment earnings thereon will be used, directly or indirectly, in whole or in part, in any Private Business Use. The District acknowledges that, for purposes of the preceding sentence, Gross Proceeds used to pay costs of issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) or invested in a reserve or replacement fund must be ratably allocated among all the purposes for which Gross Proceeds are being used.

(b) The payment of more than five percent of the principal of or the interest on the Certificates will not be, directly or indirectly (i) secured by any interest in (A) property used or to be used in any Private Business Use or (B) payments in respect of such property or (ii) on a present value basis, derived from payments (whether or not to the District or a member of the same Controlled Group as the District) in respect of property, or borrowed money, used or to be used in any Private Business Use.

(c) No more than the lesser of five percent of the sum of the Sale Proceeds and investment earnings thereon or \$5,000,000 will be used, directly or indirectly, to make or finance loans to any persons. The District acknowledges that, for purposes of the preceding sentence, Gross Proceeds used to pay costs of issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) or invested in a reserve or replacement fund must be ratably allocated among all the purposes for which Gross Proceeds are being used.

(d) No user of the Project other than a state or local governmental unit will use more than five percent of the Project, in the aggregate, on any basis other than the same basis as the general public.

6.2. *I.R.S. Form 8038-G.* The information contained in the Information Return for Tax-Exempt Governmental Bonds, Form 8038-G, is true and complete. The District will file Form 8038-G (and all other required information reporting forms) in a timely manner.

6.3. *Bank Qualification.* (a) The District hereby designates each of the Certificates as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the District hereby certifies that (i) none of the Certificates will be at any time a “private activity bond” (as defined in Section 141 of the Code), (ii) as of the date hereof in calendar year 2020, other than the Certificates, no tax-exempt obligations of any kind have been issued (x) by or on behalf of the District, (y) by other issuers any of the proceeds of which have

been or will be used to make any loans to the District or (z) any portion of which has been allocated to the District for purposes of Section 265(b) of the Code and (iii) not more than \$10,000,000 of obligations of any kind (including the Certificates) issued (x) by or on behalf of the District, (y) by other issuers any of the proceeds of which have been or will be used to make any loans to the District or (z) any portion of which has been allocated to the District for purposes of Section 265(b) of the Code during calendar year 2020 will be designated for purposes of Section 265(b)(3) of the Code.

(b) The District is not subject to Control by any entity, and there are no entities subject to Control by the District.

(c) On the date hereof, the District does not reasonably anticipate that for calendar year 2020 it will issue, have another entity issue on behalf of the District, borrow the proceeds of or have allocated to the District for purposes of Section 265(b) of the Code more than \$10,000,000 Section 265 Tax-Exempt Obligations (including the Certificates). "Section 265 Tax-Exempt Obligations" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code. The District will not, in calendar year 2020 issue, permit the issuance on behalf of it or by any entity subject to Control by the District (which may hereafter come into existence), borrow the proceeds of or have allocated to it for purposes of Section 265(b) of the Code Section 265 Tax-Exempt Obligations (including the Certificates) that exceed the aggregate amount of \$10,000,000 during calendar year 2020 unless it first obtains an opinion of Bond Counsel to the effect that such issuance, borrowing or allocation will not adversely affect the treatment of the Certificates as "qualified tax-exempt obligations" for the purpose and within the meaning of Section 265(b)(3) of the Code.

(d) The Certificates have not been sold in conjunction with any other obligation.

7.1. *Termination; Interest of District in Rebate Fund.* The terms and provisions set forth in this Section shall terminate at the later of (a) 75 days after the Certificates have been fully paid and retired or (b) the date on which all amounts remaining on deposit in the Rebate Fund, if any, shall have been paid to or upon the order of the United States and any other payments required to satisfy the Rebate Provisions of the Code have been made to the United States. Notwithstanding the foregoing, the provisions of paragraph 4.3 hereof shall not terminate until the sixth anniversary of the date the Certificates are fully paid and retired, and the provisions of paragraphs 4.4(c) and 7.9 hereof shall not terminate until the third anniversary of the date the Certificates are fully paid and retired.

7.2. *No Common Plan of Financing.* Since a date that is 15 days prior to the date of sale of the Certificates by the District to the Purchaser, neither the District nor any member of the same Controlled Group as the District has sold or delivered any tax-exempt obligations other than the Certificates that are reasonably expected to be paid out of substantially the same source of funds as the Certificates. Neither the District nor

any member of the same Controlled Group as the District will sell or deliver within 15 days after the date of sale of the Certificates any tax-exempt obligations other than the Certificates that are reasonably expected to be paid out of substantially the same source of funds as the Certificates.

7.3. *No Sale of the Project.* (a) Other than as provided in the next sentence, neither the Project nor any portion thereof has been, is expected to be, or will be sold or otherwise disposed of, in whole or in part, prior to the earlier of (i) the last date of the reasonably expected economic life to the District of the property (determined on the date of issuance of the Certificates) or (ii) the last maturity date of the Certificates. The District may dispose of personal property in the ordinary course of an established government program prior to the earlier of (i) the last date of the reasonably expected economic life to the District of the property (determined on the date of issuance of the Certificates) or (ii) the last maturity of the Certificates, provided: (A) the weighted average maturity of the Certificates financing the personal property is not greater than 120 percent of the reasonably expected actual use of that property for governmental purposes; (B) the District reasonably expects on the issue date that the fair market value of that property on the date of disposition will be not greater than 25 percent of its cost; (C) the property is no longer suitable for its governmental purposes on the date of disposition; and (D) the District deposits amounts received from the disposition in a commingled fund with substantial tax or other governmental revenues and the District reasonably expects to spend the amounts on governmental programs within six months from the date of the commingling.

(b) The District acknowledges that if Certificate-financed property is sold or otherwise disposed of in a manner contrary to (a) above, such sale or disposition may constitute a “deliberate action” within the meaning of the Regulations that may require remedial actions to prevent the Certificates from becoming private activity bonds. The District shall promptly contact Bond Counsel if a sale or other disposition of bond-financed property is considered by the District.

7.4 *Purchase of Certificates by District.* The District will not purchase any of the Certificates except to cancel such Certificates.

7.5. *First Call Date Limitation.* The period between the date of Closing and the first call date of the Certificates, if any is not more than 10-1/2 years.

7.6. *Registered Form.* The District recognizes that Section 149(a) of the Code requires the Certificates to be issued and to remain in fully registered form in order that interest thereon be exempt from federal income taxation under laws in force at the time the Certificates are delivered. In this connection, the District agrees that it will not take any action to permit the Certificates to be issued in, or converted into, bearer or coupon form.

7.7. *First Amendment.* The District acknowledges and agrees that it will not use, or allow the Project to be used, in a manner which is prohibited by the Establishment

of Religion Clause of the First Amendment to the Constitution of the United States of America or by any comparable provisions of the Constitution of the State of Illinois.

7.8. *Future Events.* The District acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein. The District shall promptly contact Bond Counsel if such changes do occur.

7.9. *Record Retention.* The District agrees to keep and retain or cause to be kept and retained sufficient records to support the continued exclusion of the interest paid on the Certificates from federal income taxation and to show that all tax-exempt Certificate related returns submitted to the Internal Revenue Service are correct. Such records shall include, but are not limited to, basic records relating to the Certificate transaction (including this Resolution and the Bond Counsel opinion); documentation evidencing the expenditure of Certificate proceeds; documentation evidencing the use of Certificate-financed property by public and private sources (*i.e.*, copies of management contracts and research agreements); documentation evidencing all sources of payment or security for the Certificates; and documentation pertaining to any investment of Certificate proceeds (including the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts and rebate calculations). Such records shall be kept for as long as the Certificates are outstanding, plus three (3) years after the later of the final redemption date of the Certificates or the final redemption date of any obligations or series of obligations issued to refund all or a portion of the Certificates.

7.10. *Permitted Changes; Opinion of Bond Counsel.* The Yield restrictions contained in paragraph 5.2 hereof or any other restriction or covenant contained herein need not be observed or may be changed if such nonobservance or change will not result in the loss of any exemption for the purpose of federal income taxation to which interest on the Certificates is otherwise entitled and the District receives an opinion of Bond Counsel to such effect.

7.11. *Successors and Assigns.* The terms, provisions, covenants and conditions of this Section shall bind and inure to the benefit of the respective successors and assigns of the Board and the District.

7.12. *Expectations.* The Board has reviewed the facts, estimates and circumstances in existence on the date of issuance of the Certificates. Such facts, estimates and circumstances, together with the expectations of the District as to future events, are set forth in summary form in this Section. Such facts and estimates are true and are not incomplete in any material respect. On the basis of the facts and estimates contained herein, the District has adopted the expectations contained herein. On the basis of such facts, estimates, circumstances and expectations, it is not expected that Sale Proceeds, investment earnings thereon or any other moneys or property will be used in a manner that will cause the Certificates to be arbitrage bonds within the meaning of the Rebate Provisions and the Regulations. Such expectations are reasonable and there are



no other facts, estimates and circumstances that would materially change such expectations.

The District also agrees and covenants with the purchasers and holders of the Certificates 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 Certificates and affects the tax-exempt status of the Certificates.

The Board hereby authorizes the officials of the District responsible for issuing the Certificates, the same being the President, Secretary and Treasurer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Certificates to be arbitrage bonds and to assure that the interest on the Certificates 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 Certificates 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 Certificates; (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 13. Covenants of the District.* The District covenants and agrees with the holders of the Certificates that so long as the Certificates remain outstanding and unpaid, either as to principal or interest:

(a) The District shall update the Purchaser, on a quarterly basis, on the status of the Project up to and through the completion date of the Project (the “Completion Date”).

(b) The Completion Date shall be the first day of the month after receipt by the Purchaser of a certificate (“Completion Certificate”) signed by the President of the Board stating that (i) acquisition, construction and equipping of the Project has been completed to the satisfaction of the District, (ii) the Project as so acquired, constructed and equipped is suitable and sufficient for the efficient operation of the Project for its intended purpose and (iii) no event of default or potential default exists. In no event shall the Completion Date be later than the third anniversary of the issuance of the Certificates. The District agrees to cause such Completion Certificate to be furnished with due diligence once the event to be certified has occurred. It shall be the duty of the District to cause the Completion Certificate to be furnished to the Purchaser within sixty (60) days after the Project has been completed.

(c) Except for contracts for labor, materials and services furnished or to be furnished in connection with the construction of the Project, the District has not made and will not make any contract or arrangement of any kind the performance of which by the other party thereto would give rise to a lien on the Project.

*Section 14. List of Certificateholders.* The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificateholder.

*Section 15. Duties of Certificate Registrar.* If requested by the Certificate Registrar, the President and 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 Certificateholders 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 Certificates as provided herein;

(d) to cancel and/or destroy Certificates which have been paid at maturity or upon 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 Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

*Section 16. Severability.* If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 17.    Repeal.* All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_

Adopted December 16, 2020.

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF COOK            )

**CERTIFICATION OF MINUTES AND RESOLUTION**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Library Trustees of the North Riverside Public Library District, Cook County, Illinois (the “*Secretary*”), and as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 16th day of December, 2019, insofar as same relates to the adoption of an Resolution entitled:

A RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital projects and authorizing and providing for the issue of not to exceed \$500,000 General Obligation (Limited Tax) Debt Certificates, Series 2020, by the North Riverside Public Library District, Cook County, Illinois, evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, providing for the security for and means of payment under the Agreement of the Certificates, and declaring the official intent to reimburse expenditures for certain capital expenditures of the District with the issuance of said Certificates.

a true, correct and complete copy of which said Resolution 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 Resolution were conducted openly, that the vote on the adoption of said Resolution was taken openly, that said meeting was called and 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 48 hours in advance of the holding of said meeting, a true, correct and complete copy of said agenda as so posted is attached hereto 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 of 1991, as amended, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said District, this 16th day of December, 2019.

(SEAL)

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Secretary

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF COOK        )

**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 of the North Riverside Public Library District, Cook County, Illinois (the “*District*”), respectively, and as such officers we do hereby certify that on the 16th day of December, 2019, there was filed with each of us, respectively, and placed on deposit in our respective records, a properly certified copy of an Resolution adopted by the Board on the 16th day of December, 2019, and entitled:

A RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital projects and authorizing and providing for the issue of not to exceed \$500,000 General Obligation (Limited Tax) Debt Certificates, Series 2020, by the North Riverside Public Library District, Cook County, Illinois, evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, providing for the security for and means of payment under the Agreement of the Certificates, and declaring the official intent to reimburse expenditures for certain capital expenditures of the District with the issuance of said Certificates.

together with any Work Contracts identified by the adoption of said Resolution and attached thereto as *Exhibit 1*, and that the same have all been deposited in, and all as appears from, the official files and records of our respective offices.

IN WITNESS WHEREOF, we hereunto affix our official signatures and the seal of the District, this 16th day of December, 2019.

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Secretary

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Treasurer

(SEAL)