

Village of Gilberts

Village Hall: 87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

VILLAGE BOARD MEETING AGENDA

Tuesday, October 17, 2023 - 7:00 p.m. - Village Hall Board Room

ORDER OF BUSINESS

- 1. CALL TO ORDER / PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL / ESTABLISH QUORUM**
- 3. PUBLIC COMMENT***
- 4. CEREMONIAL OATH OF OFFICE FOR POLICE OFFICER RYAN GRANIAS**
- 5. CONSENT AGENDA**
 - A. A Motion to approve Minutes from the October 3, 2023 Regular Village Board Meeting
 - B. A Motion to approve Bills & Payroll dated October 17, 2023
 - C. A Motion to approve Ordinance 15-2023, An Ordinance Providing for Issuance of Not to Exceed \$8,000,000 Village of Gilberts, Kane County, Illinois Special Service Area Number Fifteen Special Tax Refunding Bonds, Series 2023, and Providing for the Levy of a Direct Annual Tax on Taxable Property in Such Special Service Area for the Payment of Principal of and Interest on Such Bonds
 - D. A Motion to approve Resolution 30-2023, a Resolution Approving an Agreement for Administrative Services Between the Village of Gilberts and MuniCap, Inc.
 - E. A Motion to approve Resolution 31-2023, A Resolution Authorizing Approval of an Agreement with ALAR Water Treatment LLC for the Purchase of Diatomaceous Earth in an Aggregate Amount Not-to-Exceed \$18,000
- 6. ITEMS FOR APPROVAL**
 - A. Approval of a Proposal from Robinson Engineering for the Development of a Source Water Protection Plan in an Amount Not-to-Exceed \$13,500
 - B. Approval of an Agreement with EMQ Construction LLC for the Demolition and Disposal of the Structures Located at 55 Galligan Road in an Amount Not-to-Exceed \$46,000 (Resolution 32-2023)
- 7. ITEMS FOR DISCUSSION**
 - A. Presentation and Discussion of the Village's 2024 Draft Budget
- 8. STAFF REPORTS**
- 9. TRUSTEE REPORTS**
- 10. PRESIDENT'S REPORT**
- 11. EXECUTIVE SESSION**
- 12. ADJOURNMENT**

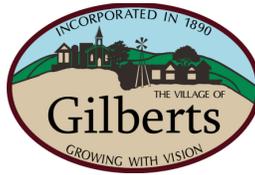
***Public Comment Policy**

Anyone indicating a desire to speak during Public Comments portion of the Village Board Meeting will be acknowledged by the Village President. All remarks are to be addressed to the Village President and Board of Trustees as a whole, not to any specific person(s). To ensure that everyone who wishes to speak has the opportunity to do so, please limit your comments to five minutes. Additional time may be granted at the discretion of the Village President. If you have written comments, please provide a copy to the Village President. If there are a number of individuals present to speak on the

*Posted on October 13, 2023 at:
Village of Gilberts, 87 Galligan Road, Gilberts, IL 60136*

October 13, 2023 – Village Board Meeting Agenda

same topic, please designate a spokesperson that can summarize the issue. During Public Comments, the Village President, Trustees and Staff will listen to comments and will not engage in discussion. The Village President or Trustees may ask questions to better understand your concern, suggestion or request. Please direct any personnel concerns to the Village Administrator before or after the meeting. The Village of Gilberts complies with the Americans Disabilities Act (ADA). For accessibility Assistance, please contact the Village Clerk at the Village Hall, telephone number is 847-428-2861". Assistive services will be provided upon request.



**VILLAGE OF GILBERTS
VILLAGE BOARD MEETING MINUTES
TUESDAY, October 3, 2023
Village Hall: 87 Galligan Road, Gilberts, IL 60136**

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

President Zambetti called the meeting to order at 7:00 PM. He proceeded to lead those present in the Pledge of Allegiance.

2. ROLL CALL / ESTABLISH QUORUM

Village Administrator Brian Bourdeau called roll. Roll call of Board members present: Trustees, Chapman, Vanni, Allen, Coats, and Marino were present, as was President Zambetti. Trustees Redfield and Coats were absent. Also present was Management Analyst Riley Lynch.

3. PUBLIC COMMENT - None

4. CONSENT AGENDA

- A. A Motion to approve Minutes from the September 19, 2023 Regular Village Board Meeting
- B. A Motion to approve Bills & Payroll dated October 3, 2023

Administrator Bourdeau noted that the Minutes from the September 19 Village Board Meeting will be updated to fix a scrivener's error to correctly reflect the name of the Trustees who made and seconded the motions on three of the items.

President Zambetti asked if any Board member wished to remove an item from the Consent Agenda. No removals were requested.

A Motion to Approve Consent Agenda items 4.A-B as presented was made by Trustee Allen and seconded by Trustee Chapman. Roll call votes - Aye: (4) Trustees Chapman, Vanni, Allen, and Marino / Nay: 0 / Absent: (2) Trustees Redfield and Coats / Abstained: 0

5. ITEMS FOR APPROVAL

- A. A Resolution Accepting the Dedication of Briarwood Drive and Regent Drive as Public Rights-of-Way (Resolution 29-2023)

Trustee Redfield joined the meeting during this item at 7:04 PM.

Administrator Bourdeau gave a brief history of this item. He also detailed that these roads will be included in the Village's 2023 Road Reconstruction Program if they are accepted.

A Motion to Approve Consent Agenda item 5.A as presented was made by Trustee Allen and seconded by Trustee Vanni. Roll call votes - Aye: (5) Trustees Chapman, Vanni, Allen, Marino, and Redfield / Nay: 0 /Absent: (1) Trustee Coats /Abstained: 0

6. ITEMS FOR DISCUSSION - None

7. STAFF REPORTS

Analyst Lynch reported that construction of the Conservancy public park has continued on schedule. Additionally, he reported that the Village's Calendar Cover Photo Contest has begun and will run until November 3rd. He also reminded the Board that the Village's Fall Bonfire event will take place on October 21st at Memorial Park.

Administrator Bourdeau reported multiple items:

- A public open house to discuss the draft comprehensive plan will be held on October 9th at the Eagles Club.
- Staff are targeting the week of October 16th for an official ribbon cutting for the outdoor fitness court. Additional details will follow soon.
- The Northern Kane County Chamber of Commerce (NKCCC) will have their annual Awards Ceremony Dinner on October 8th.
- Road work on Union and Wiley has been substantially complete.
- Reconstruction of Tipperary Street will begin this week.

8. TRUSTEE REPORTS - None

9. PRESIDENT'S REPORT

President Zambetti noted that the NKCCC will host a ribbon cutting for Rosie's Café on October 8th.

10. EXECUTIVE SESSION – None

11. ADJOURNMENT

There being no further public business to discuss, a motion to adjourn from the public meeting was made by Trustee Allen and seconded by Trustee Vanni at 7:11 PM. Voice vote carried unanimously, - Aye: (5) Trustees Chapman, Vanni, Allen, Marino, and Redfield / Nay: 0 /Absent: (1) Coats /Abstained: 0

Respectfully submitted,

Riley Lynch

Riley Lynch
Management Analyst

Department: 00 GENERAL FUND

AMALGAMATED BANK OF CHICAGO	TIF NOTE INTEREST	241,820.00
AMALGAMATED BANK OF CHICAGO	TIF NOTE PRINCIPAL	526,200.00
JSR PROPERTIES, LTD	TIF NOTE INTEREST	42,181.31
JSR PROPERTIES, LTD	TIF NOTE PRINCIPAL	39,000.00
ROBINSON ENGINEERING, LTD.	ESCROWS PAYABLE	11,236.50
Total: 00 GENERAL FUND		860,437.81

Department: 01 ADMINISTRATIVE

A LAMP CONCRETE CONTRACTORS, INC	REIMBURSED EXPENSES	327,184.69
B&B NETWORKS, INC.	COMMUNICATIONS	83.43
CARD SERVICES	OPERATING EXPENSE	15.99
CARD SERVICES	CONTRACTUAL SERVICES	71.97
CARD SERVICES	TRAINING EXPENSE	600.40
CURRENT TECHNOLOGIES, INC.	CONTRACTUAL SERVICES	7,110.92
ENVIORNMENTAL CONSULTING GROUP,	REIMBURSED EXPENSES	350.00
JEANNE ALLEN	OPERATING EXPENSE	250.00
RICHARD SPINKER	CONTRACTUAL SERVICES	140.00
SUNSHINE FARM II	COMMUNITY RELATIONS	1,500.00
TESKA ASSOCIATES INC	VILLAGE PLANNER SERVICES	857.85
UNION NATIONAL BANK OF ELGIN	73 INDUSTRIAL PRINCIPAL	2,299.15
UNION NATIONAL BANK OF ELGIN	73 INDUSTRIAL INTEREST	1,211.39
Total: 01 ADMINISTRATIVE		341,675.79

Department: 02 POLICE

ACTION AUTO WORKS INC	MAINTENANCE VEHICLES	1,432.07
B&B NETWORKS, INC.	COMMUNICATIONS	83.43
CARD SERVICES	OPERATING EXPENSE	279.99
CARD SERVICES	OFFICE SUPPLIES	17.55
CARD SERVICES	TRAINING EXPENSE	495.00
CURRENT TECHNOLOGIES, INC.	CONTRACTUAL SERVICES	38.75
EAGLE UNIFORM CO	UNIFORMS	294.50
ILLINOIS ASSOCIATION OF CHIEFS	OPERATING EXPENSE	362.00
MENARDS - CARPENTERSVILLE	OFFICE SUPPLIES	59.82
MOTOROLA INC.	DISPATCHING	2,028.00
NORTHWESTERN MEDICINE OCCUPATION	CONTRACTUAL SERVICES	25.00
RAY O'HERRON	UNIFORMS	952.65
RICHARD SPINKER	CONTRACTUAL SERVICES	315.00
SWIFT WASH, LLC	MAINTENANCE VEHICLES	55.00
WEX BANK	GASOLINE	2,357.21
Total: 02 POLICE		8,795.97

Department: 03 PUBLIC WORKS

AEP ENERGY	STREETLIGHTING	1,478.92
B&B NETWORKS, INC.	COMMUNICATIONS	83.43
CARD SERVICES	MAINTENANCE BUILDING	73.74
CARD SERVICES	CONTRACTUAL SERVICES	22.00
CENTURY SPRINGS	CONTRACTUAL SERVICES	23.97
COON CREEK SOD FARMS, LLC	MAINTENANCE STREETS	570.00
MENARDS - CARPENTERSVILLE	MAINTENANCE STREETS	19.60
RICHARD SPINKER	CONTRACTUAL SERVICES	140.00
RUSSO POWER EQUIPMENT	MAINTENANCE STREETS	736.97
THE BUG MAN, INC	MAINTENANCE STREETS	165.00
TRAFFIC CONTROL & PROTECTION	SIGNS EXPENSE	2,315.00
WEX BANK	GASOLINE	956.73
Total: 03 PUBLIC WORKS		6,585.36

Department: 04 BUILDING

ROBINSON ENGINEERING, LTD.	BUILDING PERMIT EXPENSE	890.00
Total: 04 BUILDING		890.00

Department: 06 PARKS

A LAMP CONCRETE CONTRACTORS, INC	CAPITAL EQUIPMENT	2,400.00
AEP ENERGY	UTILITIES	337.15
C&L RENTALS	GASOLINE	311.92
DEKALB COUNTY SOIL & WATER	MAINTENANCE SUPPLIES	740.00
ROBINSON ENGINEERING, LTD.	CAPITAL EQUIPMENT	21,295.50
WEX BANK	GASOLINE	684.63
Total: 06 PARKS		25,769.20

Department: 08 GARBAGE HAULING

MDC ENVIRONMENTAL SVCS.	GARBAGE HAULING EXPENSE	58,254.19
Total: 08 GARBAGE HAULING		58,254.19

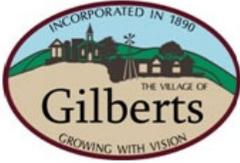
Department: 10 WATER SYSTEMS

AEP ENERGY	UTILITIES	202.83
B&B NETWORKS, INC.	COMMUNICATIONS	41.72
CARD SERVICES	LAB SUPPLIES & EQUIPMENT	3.55
MENARDS - CARPENTERSVILLE	MAINTENANCE PARTS & MATERIALS	212.08
NICOR	UTILITIES	49.16
PACE ANALYTICAL SERVICES	LABORATORY TESTING	1,484.50
PETROCHOICE HOLDINGS, INC.	GASOLINE	2,283.78
POLLARD WATER	HYDRANT MAINTENANCE	1,078.00
SENTRY SECURITY, INC.	MAINTENANCE BUILDING	246.68
USA BLUEBOOK	LAB SUPPLIES & EQUIPMENT	482.19
USA BLUEBOOK	MAINTENANCE PARTS & MATERIALS	857.06
VIKING CHEMICAL COMPANY	CHEMICALS	3,113.50
WEX BANK	GASOLINE	359.26
Total: 10 WATER SYSTEMS		10,414.31

Department: 20 WASTEWATER SYSTEMS

B&B NETWORKS, INC.	COMMUNICATIONS	41.71
ENVIRONMENTAL RESOURCE ASSOC	LAB SUPPLIES & EQUIPMENT	252.32
NICOR	UTILITIES	109.08
PETROCHOICE HOLDINGS, INC.	GASOLINE	1,699.69
SUBURBAN LABORATORIES	LABORATORY TESTING	2,865.20
WEX BANK	GASOLINE	359.26
Total: 20 WASTEWATER SYSTEMS		5,327.26

*** GRAND TOTAL *** 1,318,149.89



Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

To: Village President and Board of Trustees
From: Brian Bourdeau, Village Administrator
Date: October 17, 2023 Village Board Meeting
Re: Item 5.C and 5.D: An Ordinance Approving the Refunding of SSA 15 Bonds and a Resolution Approving an Administrative Services Agreement for SSA 15 with MuniCap

The Village's SSA No. 15 Bonds are eligible to be refinanced beginning December 1, 2023. Based on current market rates, there is a potential for a net interest savings through a refinancing. Representatives from Speer Financial (Village's municipal financial advisor) and Bernardi Securities (bond underwriter) were scheduled before the Board on Tuesday, September 5, 2023 to discuss the refunding opportunity.

Included for Board consideration is the Ordinance that would approve the issuance of Series 2023 Refunding Bonds for SSA 15. As a note, if the financial rates at the time of the refunding opportunity do not result in a significant benefit or no benefit at all, the existing bonds will remain. Under no circumstances will the term of the repayment be extended on SSA 15.

Accompanying the Bond Ordinance is a Resolution authorizing an Administrative Services Agreement with MuniCap to administer the Series 2023 Refunding Bonds. MuniCap is the Village's current SSA 15 Administrator and this resolution would carry that forward to the new issue.

VILLAGE OF GILBERTS

KANE COUNTY

STATE OF ILLINOIS

ORDINANCE NUMBER _____

**AN ORDINANCE PROVIDING FOR ISSUANCE OF NOT TO EXCEED
\$8,000,000 VILLAGE OF GILBERTS, KANE COUNTY,
ILLINOIS SPECIAL SERVICE AREA NUMBER FIFTEEN
SPECIAL TAX REFUNDING BONDS, SERIES 2023,
AND PROVIDING FOR THE LEVY OF A DIRECT
ANNUAL TAX ON TAXABLE PROPERTY IN SUCH
SPECIAL SERVICE AREA FOR THE PAYMENT OF
PRINCIPAL OF AND INTEREST ON SUCH BONDS**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF GILBERTS
KANE COUNTY
STATE OF ILLINOIS

The _____ of _____, 2023

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Gilberts, Kane County, Illinois this ___ day _____, 2023.

ORDINANCE NO. _____

**AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$8,000,000
VILLAGE OF GILBERTS,
KANE COUNTY, ILLINOIS
SPECIAL SERVICE AREA NUMBER FIFTEEN
SPECIAL TAX REFUNDING BONDS, SERIES 2023,
AND PROVIDING FOR THE LEVY OF A DIRECT
ANNUAL TAX ON TAXABLE PROPERTY IN SUCH
SPECIAL SERVICE AREA FOR THE PAYMENT OF
PRINCIPAL OF AND INTEREST ON SUCH BONDS**

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, KANE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Findings and Declarations. It is found and declared by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois (the "Village") as follows:

a. The Village has previously established Special Service Area Number Fifteen, as described more fully in Exhibit A attached to this Ordinance and incorporated herein (the "Special Service Area"), pursuant to Ordinance Number 05-35 adopted on October 4, 2005 (the "Establishing Ordinance"), the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., as amended (the "Special Service Area Act") and the provisions of Section 7 of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution"), and has otherwise complied with all other conditions precedent required by the Special Service Area Act.

b. It was deemed necessary and in the best interests of the Village to provide special services benefiting the Special Service Area consisting of the acquisition, construction and installation of public improvements including, but not limited to, surveying, engineering, soil testing and appurtenant work, mass grading and demolition, stormwater management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, sidewalks, and related street improvements, and equipment and materials necessary for the maintenance thereof, landscaping, wetland mitigation, public park improvements and tree installation, costs for land and easement acquisitions relating to any of the foregoing improvements, required tap on and related fees for water or sanitary sewer services, and other eligible costs to serve the Special Service Area (the "Special Services").

c. The Village has previously issued \$11,720,000 in aggregate principal amount of its Special Service Area Number Fifteen Special Tax Refunding Bonds, Series 2014 (the "Prior Bonds"), of which \$8,485,000 in principal amount remains outstanding, to refinance bonds issued to pay and provide funds for a portion of the costs of the Special Services.

d. In order to achieve debt service savings, it is in the best interests of the Village to current refund all or a portion of the Prior Bonds.

e. The Village does not have sufficient funds on hand or available from other sources with which to pay the costs associated with the current refunding the Prior Bonds.

f. It is necessary and in the best interests of the Village to issue an aggregate principal amount not to exceed \$8,000,000 of its Special Service Area Number Fifteen Special Tax Refunding Bonds, Series 2023, or such other name as designated in the bond order (the “Bonds”), as provided in this Ordinance, to pay or provide funds to current refund all or a portion of the Prior Bonds.

g. The Village expects that aggregate payments of principal of and interest on the Bonds will be less than aggregate payments of principal of and interest on the outstanding Prior Bonds.

h. After adoption of Ordinance Number 05-28 on August 2, 2005, which proposed the consideration of establishing the Special Service Area and the issuance of the Prior Bonds in an aggregate principal amount not to exceed \$12,500,000 (the “Proposing Ordinance”), due publication of notice as required by the Special Service Area Act including, without limitation, notice of the issuance of the Prior Bonds in an aggregate principal amount not to exceed \$12,500,000, a public hearing to consider the establishment of the Special Service Area, the issuance of the Prior Bonds for the purpose of paying the costs of the Special Services and the manner in which the Prior Bonds were proposed to be retired and the proposed tax levy, was held on September 6, 2005 at 7:30 p.m., no objection petition was filed with respect to the establishment of the Special Service Area or the issuance of the Prior Bonds within the period of time allowed pursuant to the Special Service Area Act, and waivers of the right to file any such objection petition were executed by all electors and all owners of property within the Special Service Area at the time of the issuance of the Prior Bonds.

Section 2. Issuance of Bonds.

a. The Village shall borrow the sum of not to exceed \$8,000,000 by issuing the Bonds as provided in this Ordinance. The Bonds which shall be designated “Village of Gilberts, Kane County, Illinois Special Service Area Number Fifteen Special Tax Refunding Bonds, Series 2023,” or such other name as designated in the bond order, shall be issued for the purpose of current refunding all or a portion of the Prior Bonds. The Prior Bonds were issued for the purpose of advance refunding the Village’s Special Service Area Bonds Number Fifteen Special Tax Refunding Bonds, Series 2005 (the “2005 Bonds”) which were issued to provide funds needed for the costs of the Special Services. The Bonds shall be issued pursuant to the powers of the Village pursuant to Section 7 of Article VII of the Constitution; the Special Service Area Act; and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (the “Debt Act”).

b. The Village President is hereby authorized and directed to establish the final terms of the Bonds as set forth in the Village’s Bond Order to be executed by the

Village President (the “Bond Order”), but only within the parameters or on such terms as set forth in Section 4 of this Ordinance and in furtherance of such duty is hereby authorized and directed to execute the Bond Order on behalf of the Village. The Bonds shall be issued in such principal amounts, shall mature on such dates and bear interest at such rates and be subject to redemption as set forth in the Bond Order.

Section 3. Approval of Documents. There have been submitted to the President and Board of Trustees forms of the following documents relating to the issuance of the Bonds:

a. a form of Trust Indenture (the “Indenture”) between the Village and Amalgamated Bank of Chicago, as trustee (the “Trustee”), to be dated on or prior to the date of issuance of the Bonds, which form of Indenture is attached as Exhibit B to this Ordinance;

b. a form of Bond Purchase Agreement (the “Bond Purchase Agreement”) between the Village and Bernardi Securities, Inc., as Underwriter (the “Underwriter”), to be dated as of the date the offer of the Underwriter to purchase the Bonds is accepted by the Village, which form of Bond Purchase Agreement is attached as Exhibit C to this Ordinance and is incorporated herein;

c. a form of Preliminary Official Statement (the “Preliminary Official Statement”) to be used by the Underwriter in its initial offering of the Bonds, which form of Preliminary Official Statement is attached as Exhibit D to this Ordinance;

d. a form of escrow agreement (the “Escrow Agreement”) to be entered into between the Village and Amalgamated Bank of Chicago, as Escrow Agent for the Prior Bonds providing for the defeasance of all or a portion of the Prior Bonds, which agreement is attached as Exhibit E to this Ordinance; and

e. a form of continuing disclosure undertaking to be entered into by the Village (the “CDU”) to effect compliance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, which agreement is attached as Exhibit F to this Ordinance.

Such documents are approved as to form and substance and the Village President and the Village Clerk of the Village are authorized and directed to execute and deliver and/or authorize the use of such documents on behalf of the Village in substantially the forms submitted with such additions, deletions and completions of the same as the Village President and the Village Clerk deem appropriate; and when each such document is executed, attested, sealed and delivered on behalf of the Village, as provided herein, each such document will be binding on the Village; from and after the execution and delivery of each such document, the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such additional documents as may be necessary to carry out, comply with and perform the provisions of each such document as executed; and each such document shall constitute, and hereby is made, a part of this Ordinance, and a copy of each such document shall be placed in the official records of the Village, and shall be available for public inspection at the office of the Village Clerk. Either the Village President or Village Clerk is authorized and

directed, subject to the terms of the Bond Purchase Agreement as executed, to execute a final Official Statement in substantially the form of the Preliminary Official Statement with such changes, additions or deletions as they deem appropriate to reflect the final terms of the Bonds, the Indenture and other matters. The Village hereby ratifies, confirms and approves the use and distribution by the Underwriter of the Preliminary Official Statement prior to the availability of the final Official Statement. The Village President and the Village Clerk are authorized to obtain a Bond Insurance Policy insuring the payment of principal of and interest on the Bonds when due (the “Policy”) from a bond insurer (a “Bond Insurer”) if the Village President determines such Policy to be beneficial in connection with the sale of the Bonds. The Village President and Village Clerk are hereby authorized on behalf of the Village, to make such customary covenants and agreements with the Bond Insurer as are not inconsistent with the terms of this Ordinance and as may be required by the Bond Insurer to issue its Policy.

Section 4. Bond Terms; Bond Order. The Bonds shall be issued as provided in the Indenture and shall be issued in the aggregate principal amount not to exceed \$8,000,000, shall be dated, shall mature, shall bear interest at the rates (not to exceed six percent (6.00%) per annum), and shall be subject to redemption at the times and prices, all as set forth in the Bond Order and the Indenture, and shall be sold to the Underwriter at an aggregate purchase price of not less than 97.0% of the principal amount of the Bonds as set forth in the Bond Order and the Bond Purchase Agreement. The maximum principal amount per maturity shall not exceed \$1,050,000. The Bond Order shall specify the total principal amount of the Bonds and the principal amount of the Bonds for each maturity, the date of the Bonds, the interest rate on the Bonds, the redemption provisions of the Bonds, the purchase price of the Bonds, the principal amount and maturities of the Prior Bonds to be refunded, redeemed and/or paid at maturity, the identity of any Bond Insurer, if any, and the final form of any commitment to provide the bond insurance Policy and may include such other terms as are deemed necessary to provide for the sale of the Bonds which are not inconsistent with this Ordinance. In the event the Bonds are sold in a principal amount of \$10,000,000 or less, the Bond Order may provide that the Bonds be designated by the Village as a “qualified tax-exempt obligation” for purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), if the Village President deems such designation to be beneficial to the sale of the Bonds. The execution and delivery of the Indenture and the Bond Order by the Village President and the Village Clerk shall evidence their approval of the terms of the Bonds.

Section 5. Execution and Delivery of Bonds. The Village President and the Village Clerk are authorized and directed to execute and deliver the Bonds and, together with other Authorized Officers (as defined in the Indenture), to take all necessary action with respect to the issuance, sale and delivery of the Bonds, all in accordance with the terms and procedures specified in this Ordinance and the Indenture. The Bonds shall be delivered to the Trustee who is directed to authenticate the Bonds and deliver the Bonds to the Underwriter upon receipt of the purchase price for the Bonds.

The Bonds shall be in substantially the form set forth in the Indenture. Each Bond shall be executed by the manual or facsimile signature of the Village President and the manual or facsimile signature of the Village Clerk and shall have the corporate seal of the Village affixed to it (or a facsimile of that seal printed on it). The Village President and the Village Clerk (if they have not already done so) are authorized and directed to file with the Illinois Secretary of State

their manual signatures certified by them pursuant to the Uniform Facsimile Signatures of Public Officials Act, as amended, which shall authorize the use of their facsimile signatures to execute the Bonds. Each Bond so executed shall be as effective as if manually executed. In case any officer of the Village whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before authentication and delivery of any of the Bonds, that signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

No Bond shall be valid for any purpose unless and until a certificate of authentication on that Bond substantially in the form set forth in the bond form in the Indenture shall have been duly executed by the Trustee. Execution of that certificate upon any Bond shall be conclusive evidence that the Bond has been authenticated and delivered under this Ordinance.

Section 6. Bonds are Limited Obligations; Levy of Special Taxes; Pledge. The Bonds shall constitute limited obligations of the Village, payable from the Special Taxes (as defined below) to be levied on all taxable real property within the Special Service Area as provided below. The Bonds shall not constitute the general obligations of the Village and neither the full faith and credit nor the unlimited taxing power of the Village shall be pledged as security for payment of the Bonds.

There are hereby levied Special Taxes upon all taxable real property within the Special Service Area in accordance with the Special Tax Report (as defined below) sufficient to pay and discharge the principal of and interest on the Bonds at maturity or mandatory sinking fund redemption dates and to pay interest on the Bonds for each year at the interest rates set forth in Section 2.4 of the Indenture and to pay for the Administrative Expenses (as defined in the Indenture) of the Village and Kane County, if any, for each year and to fund and replenish the Reserve Fund created and established pursuant to the Indenture to an amount equal to the Reserve Requirement (as defined in the Indenture) and to fund and replenish the Special Reserve Fund created and established pursuant to the Indenture to an amount equal to the Special Reserve Fund Requirement including specifically the following amounts for the following years (the “Special Taxes”):

<u>Year of Levy</u>	<u>An Amount Sufficient to Produce the Sum of:</u>
2023	\$1,042,130
2024	1,060,127
2025	1,078,819
2026	1,097,511
2027	1,116,898
2028	1,136,528
2029	1,156,158
2030	1,176,483
2031	1,197,051
2032	1,218,071
2033	1,239,334

Pursuant to the Special Tax Roll established by the Special Tax Roll and Report dated September 27, 2005 prepared for the Special Service Area, as amended by an Addendum to the Special Tax Roll and Report adopted by the Village Board on August 14, 2012 as Ordinance No. 22-2012 (the “Special Tax Report”), the Special Taxes shall be divided among all taxable real property within the Special Service Area in accordance with the terms of the Establishing Ordinance and the Special Tax Report. It shall be the duty of the Village and the Village hereby covenants, annually on or before the last Tuesday of December for each of the years 2023 through 2033 to calculate or cause the Consultant appointed pursuant to the Indenture to calculate the projected Special Tax Requirement (as defined in the Indenture); to adopt an ordinance approving the amount of the Special Tax Requirement; and shall by ordinance direct the County Clerk of Kane County to extend the Special Taxes for collection on the tax books against all of the taxable real property within the Special Service Area in accordance with the Special Tax Report and in connection with other taxes levied in each of such years for general Village purposes. The Special Taxes shall be computed, extended and collected in accordance with the Special Tax Report and the Special Tax Roll, and divided among the taxable real property within the Special Service Area in accordance with the terms of the Establishing Ordinance and the Special Tax Report. The Special Taxes levied by this Ordinance shall be abated each year to the extent the taxes levied pursuant to this Ordinance exceed the Special Tax Requirement as calculated by the Village pursuant to the Establishing Ordinance and the Special Tax Report. On or before the last Tuesday of January for each of the years 2024 through 2034 the Village shall notify the Trustee and the Bond Insurer, if any, of the amount of the Special Tax Requirement and the amount of the Special Taxes to be abated. The Village shall take all actions which shall be necessary to provide for the levy, extension, collection and application of the taxes levied by this Ordinance, including enforcement, of such taxes by institution of foreclosure procedures as provided by law.

The Special Taxes levied as provided above shall be deposited in the Bond and Interest Fund created pursuant to the Indenture and are appropriated to and are irrevocably pledged to and shall be used only for the purposes set forth in the Indenture.

The Bond Order may provide for the abatement of a portion of the taxes levied pursuant to this Section 6 to the extent the Bond Order provides for a portion of the Prior Bonds to remain outstanding in an amount necessary to pay the debt service due and administrative expenses owed on the Prior Bonds to remain outstanding.

Section 7. Special Covenants. The Village covenants with the holders of the Bonds from time to time outstanding and the Bond Insurer, if any, that it (i) will take all actions which are necessary to be taken (and avoid any actions which it is necessary to avoid being taken) so that interest on the Bonds and the Prior Bonds will not be or become included in gross income for federal income tax purposes under existing law, including without limitation the Code; (ii) will take all actions reasonably within its power to take which are necessary to be taken (and avoid taking any actions which are reasonably within its power to avoid taking and which are necessary to avoid) so that the interest on the Bonds and the Prior Bonds will not be or become included in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time; and (iii) will take no action or permit any action in the investment of the proceeds of the Bonds or the Prior Bonds, amounts held under the Indenture or any other funds of the Village which would result in making interest on the Bonds or the Prior Bonds subject to

federal income taxes by reason of causing the Bonds or the Prior Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, or direct or permit any action inconsistent with the regulations under the Code as promulgated and as amended from time to time and as applicable to the Bonds or the Prior Bonds. The Village President, Village Clerk, Village Treasurer and other Authorized Officers of the Village are authorized and directed to take all such actions as are necessary in order to carry out the issuance and delivery of the Bonds including, without limitation, to make any representations and certifications they deem proper pertaining to the use of the proceeds of the Bonds and other moneys held under the Indenture in order to establish that the Bonds and the Prior Bonds shall not constitute arbitrage bonds as so defined.

The Village further covenants with the holders of the Bonds from time to time outstanding and the Bond Insurer, if any, that:

- a. it will take all actions, if any, which shall be necessary in order further to provide for the levy, extension, collection and application of the Special Taxes imposed by or pursuant to this Ordinance or the Establishing Ordinance, including enforcement of the Special Taxes by institution of foreclosure procedures as provided by law;
- b. it will not take any action which would reduce the size of the Special Service Area or adversely affect the levy, extension, collection and application of the Special Taxes, except to abate the Special Taxes to the extent permitted by the Special Tax Report and as provided in this Ordinance and to release parcels subject to the Special Taxes to the extent a prepayment of the Special Taxes for such parcel has been prepaid; and
- c. it will comply with all present and future laws concerning the levy, extension and collection of the Special Taxes; in each case so that the Village shall be able to pay the principal of and interest on the Bonds as they come due and replenish the Special Reserve Fund to the Special Reserve Fund Requirement and the Reserve Fund to the Reserve Requirement and it will take all actions necessary to assure the timely collection of the Special Taxes, including without limitation, the enforcement of any delinquent Special Taxes by the commencement and maintenance of an action to foreclose the lien of any delinquent Special Taxes within twelve months of the date of failure to pay the Special Taxes from the date they are due, and in the manner provided by law.

Promptly following the date of issuance of the Bonds, the Village shall file an abatement ordinance abating the Special Taxes levied for the Prior Bonds to be refunded pursuant to the bond ordinance for the Prior Bonds (the “Prior Bond Ordinance”) for levy years 2023 through 2033 or such other dates as are specified in the Bond Order.

Section 8. Additional Authority. The Village President, the Village Clerk, the Village Treasurer and the other officers of the Village are authorized to execute and deliver on behalf of the Village such other documents, agreements and certificates and to do such other things consistent with the terms of this Ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this Ordinance, including without limitation to make any representations and certifications they deem proper

pertaining to the use of the proceeds of the Bonds in order to establish that the Bonds and the Prior Bonds shall not constitute arbitrage bonds as defined in Section 7 above.

Section 9. Transfer of Funds; Defeasance of Prior Bonds. Amounts on deposit in the funds and accounts created for the Prior Bonds may be transferred to the Escrow Account created pursuant to the Escrow Agreement and applied to refund the Prior Bonds or with respect to the Bond and Interest Fund or Reserve Fund, may be transferred to the Bond and Interest Fund or the Reserve Fund created for the Bonds to the extent not needed to fund the Escrow Account or to pay the Prior Bonds which remain outstanding all as provided in the Bond Order.

The Prior Bonds to be refunded as specified in the Bond Order shall be called for redemption on or after March 1, 2024 at a price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date. Such redemption shall be conducted in accordance with the provisions of the Trust Indenture of the Village pursuant to which the Prior Bonds were authorized (the "Prior Indenture") and the Escrow Agreement.

The appropriate officers of the Village and the Escrow Agent are hereby authorized and directed to invest funds on deposit in the Escrow Account as defined in the Escrow Agreement including bonds, notes, certificates of indebtedness, treasury bills, or other securities of the United States of America or which are guaranteed by the full faith and credit of the United States of America as to principal and interest, including, without limitation United States Treasury Securities - State and Local Government Series. The Village President or Village Treasurer is hereby authorized to execute the Escrow Agreement with Amalgamated Bank of Chicago, as Escrow Agent for the Prior Bonds to provide for the defeasance and redemption of all or a portion of the Prior Bonds.

Section 10. Filing of Ordinance. The Village Clerk is directed to file a certified copy of this Ordinance, and an accurate map of the Special Service Area, with the County Clerk of Kane County.

Section 11. Severability. If any section, paragraph, clause or provision of this Ordinance (including any section, paragraph, clause or provision of any exhibit to this Ordinance) shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other sections, paragraphs, clauses or provisions of this Ordinance (or of any of the exhibits to this Ordinance).

Section 12. Repealer; Effect of Ordinance. All ordinances, resolutions and orders or parts of ordinances, resolutions and orders in conflict with this Ordinance are repealed to the extent of such conflict. The Village Clerk shall cause this Ordinance to be published in pamphlet form. This Ordinance shall be effective upon its passage and publication as provided by law.

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, KANE COUNTY, ILLINOIS this ____ day of _____, 2023.

VOTING AYE: _____

VOTING NAY: _____

ABSENT: _____

ABSTAINED: _____

NOT VOTING: _____

APPROVED:

Village President

ATTEST:

Village Clerk

EXHIBIT A

Special Service Area No. Fifteen

Legal Description

THAT PART OF THE NORTH HALF OF SECTION 24, AND PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 640.68 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY PROLONGATION OF THE EASTERLY LINE OF RUTLANDVILLE AS MONUMENTED; THENCE NORTH 25 DEGREES 28 MINUTES 34 SECONDS WEST ALONG SAID EASTERLY LINE, 66.82 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 72 SAID RIGHT-OF-WAY LINE BEING 60 FEET NORTHERLY AND PARALLEL WITH THE CENTERLINE OF SAID ILLINOIS STATE ROUTE 72 FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 25 DEGREES 28 MINUTES 34 SECONDS WEST ALONG SAID EASTERLY LINE, 1104.20 FEET TO THE NORTHEAST CORNER OF BLOCK 13 IN RUTLANDVILLE SAID POINT BEING ON THE SOUTHEASTERLY LINE OF A PARCEL OF LAND OWNED BY VERN E. AND MARGARET M. ADAMSON, ACCORDING TO THE DEED RECORDED FEBRUARY 23, 1978 AS DOCUMENT NUMBER 1445879 IN THE KANE COUNTY RECORDER'S OFFICE; THENCE NORTH 66 DEGREES 05 MINUTES 44 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, 1.80 FEET TO THE SOUTHEAST CORNER OF SAID ADAMSON PARCEL; THENCE NORTH 24 DEGREES 23 MINUTES 56 SECONDS WEST, 301.42 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF GALLIGAN ROAD PER DOCUMENT 446968; THENCE NORTH 00 DEGREES 24 MINUTES 07 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1301.95 FEET TO THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 55 MINUTES 20 SECONDS EAST ALONG SAID NORTHERLY LINE, 1425.18 FEET; THENCE NORTHERLY, 171.70 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1050.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 14 DEGREES 04 MINUTES 48 SECONDS EAST; THENCE NORTH 18 DEGREES 45 MINUTES 52 SECONDS EAST TANGENT TO THE LAST DESCRIBED COURSE, 160.00 FEET; THENCE NORTH 26 DEGREES 14 MINUTES 08 SECONDS WEST, 70.71 FEET; THENCE SOUTH 71 DEGREES 14 MINUTES 08 SECONDS EAST, 200.00 FEET; THENCE SOUTH 63 DEGREES 45 MINUTES 52 SECONDS WEST, 70.71 FEET; THENCE SOUTH 18 DEGREES 45 MINUTES 52 SECONDS WEST, 160.00 FEET; THENCE SOUTHERLY, 309.84 FEET ALONG A CURVE CONCAVE TO THE EAST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 950.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 09 DEGREES 25 MINUTES 16 SECONDS WEST; THENCE SOUTH 00 DEGREES 04 MINUTES 40 SECONDS WEST, 802.23 FEET; THENCE SOUTHERLY, 447.70 FEET ALONG A CURVE CONCAVE TO THE EAST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 713.70 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 17 DEGREES 53 MINUTES 33 SECONDS EAST; THENCE SOUTH 35 DEGREES 51 MINUTES 47 SECONDS EAST, 55.00 FEET; THENCE SOUTHEASTERLY, 471.17 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 877.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 51 DEGREES 15 MINUTES 15 SECONDS EAST; THENCE SOUTH 23 DEGREES 21 MINUTES 17 SECONDS WEST, 66.00 FEET; THENCE EASTERLY, 101.79 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 943.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 69 DEGREES 44 MINUTES 16 SECONDS EAST; THENCE SOUTH 17 DEGREES 10 MINUTES 11 SECONDS WEST, 135.00 FEET; THENCE SOUTH 72 DEGREES 49 MINUTES 49 SECONDS EAST, 163.01 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, 706.66 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 33 SECONDS WEST, 577.93 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 72; THENCE NORTH 89 DEGREES 51 MINUTES 27 SECONDS WEST ALONG SAID

NORTHERLY LINE, 381.11 FEET TO THE EASTERLY LINE OF A TRACT OF LAND PER DOCUMENT 1999K113867; THENCE NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST ALONG SAID EASTERLY LINE, 230.37 FEET TO THE NORTHERLY LINE OF SAID TRACT AS MONUMENTED; THENCE NORTH 89 DEGREES 49 MINUTES 00 SECONDS WEST ALONG SAID NORTHERLY LINE AND THE NORTHERLY LINE OF TRACT OF LAND PER DOCUMENT 97K083792 A DISTANCE OF, 300.00 FEET TO THE WESTERLY LINE OF TRACT OF LAND PER SAID DOCUMENT 97K083792; THENCE NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST ALONG THE NORTHERLY PROLONGATION OF SAID WESTERLY LINE, 59.12 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND PER DOCUMENT 1983500; THENCE NORTH 89 DEGREES 49 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID TRACT AS MONUMENTED, 434.96 FEET TO THE WESTERLY LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 11 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY LINE, 290.01 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 72; THENCE NORTH 89 DEGREES 51 MINUTES 27 SECONDS WEST ALONG SAID NORTHERLY, 1226.24 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS. EXCEPTING THEREFROM THAT PART OF THE NORTH HALF OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 640.68 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY PROLONGATION OF THE EASTERLY LINE OF RUTLANDVILLE AS MONUMENTED; THENCE NORTH 25 DEGREES 28 MINUTES 34 SECONDS WEST ALONG SAID EASTERLY LINE, 66.82 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 72 SAID RIGHT-OF-WAY LINE BEING 60 FEET NORTHERLY AND PARALLEL WITH THE CENTERLINE OF SAID ILLINOIS STATE ROUTE 72 FOR A POINT OF BEGINNING; THENCE NORTH 25 DEGREES 28 MINUTES 34 SECONDS WEST, 445.28 FEET; THENCE NORTH 64 DEGREES 31 MINUTES 26 SECONDS EAST, 518.03 FEET; THENCE EASTERLY, 119.79 FEET ALONG A CURVE CONCAVE TO THE SOUTH, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 267.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 77 DEGREES 22 MINUTES 36 SECONDS EAST; THENCE SOUTH 89 DEGREES 46 MINUTES 14 SECONDS EAST, 390.23 FEET; THENCE EASTERLY, 171.00 FEET ALONG A CURVE CONCAVE TO THE SOUTH, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 267.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 71 DEGREES 25 MINUTES 25 SECONDS EAST; THENCE SOUTH 53 DEGREES 04 MINUTES 35 SECONDS EAST, 64.92 FEET; THENCE SOUTH 36 DEGREES 55 MINUTES 25 SECONDS WEST, 149.12 FEET; THENCE SOUTHERLY, 362.44 FEET ALONG A CURVE CONCAVE TO THE EAST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 564.59 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 18 DEGREES 31 MINUTES 59 SECONDS WEST; THENCE SOUTH 00 DEGREES 08 MINUTES 33 SECONDS WEST, 101.63 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 72; THENCE NORTH 89 DEGREES 51 MINUTES 27 SECONDS WEST ALONG SAID NORTHERLY LINE, 790.44 FEET TO THE POINT OF BEGINNING; AND ALSO EXCEPT THAT PART OF THE NORTH HALF OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 640.68 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY PROLONGATION OF THE EASTERLY LINE OF RUTLANDVILLE AS MONUMENTED; THENCE NORTH 25 DEGREES 28 MINUTES 34 SECONDS WEST ALONG SAID EASTERLY LINE, 66.82 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 72 SAID RIGHT-OF-WAY LINE BEING 60 FEET NORTHERLY AND PARALLEL WITH THE CENTERLINE OF SAID ILLINOIS STATE ROUTE 72; THENCE SOUTH 89 DEGREES 51 MINUTES 27 SECONDS EAST ALONG SAID NORTHERLY LINE, 890.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 08 MINUTES 33 SECONDS EAST, 101.63 FEET; THENCE NORTHERLY, 272.54 FEET ALONG A CURVE CONCAVE TO THE EAST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 635.39 FEET, THE CHORD OF SAID CURVE BEARING NORTH 12 DEGREES 25 MINUTES 50 SECONDS EAST; THENCE SOUTH 89 DEGREES 49 MINUTES 00 SECONDS EAST, 278.51 FEET TO THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF A TRACT OF LAND PER DOCUMENT 1983500; THENCE SOUTH 00 DEGREES 11 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY LINE AND PROLONGATION THEREOF, 365.69 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT-

OF-WAY LINE OF ILLINOIS STATE ROUTE 72; THENCE NORTH 89 DEGREES 51 MINUTES 27 SECONDS WEST ALONG SAID NORTHERLY LINE, 335.80 FEET TO THE POINT OF BEGINNING; AND ALSO EXCEPT THAT PART OF THE NORTH HALF OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 640.68 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY PROLONGATION OF THE EASTERLY LINE OF RUTLANDVILLE AS MONUMENTED; THENCE NORTH 25 DEGREES 28 MINUTES 34 SECONDS WEST ALONG SAID EASTERLY LINE, 66.82 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 72 SAID RIGHT-OF-WAY LINE BEING 60 FEET NORTHERLY AND PARALLEL WITH THE CENTERLINE OF SAID ILLINOIS STATE ROUTE 72; THENCE CONTINUING NORTH 25 DEGREES 28 MINUTES 34 SECONDS WEST ALONG SAID EASTERLY LINE, 1104.20 FEET TO THE NORTHEAST CORNER OF BLOCK 13 IN RUTLANDVILLE SAID POINT BEING ON THE SOUTHEASTERLY LINE OF A PARCEL OF LAND OWNED BY VERN E. AND MARGARET M. ADAMSON, ACCORDING TO THE DEED RECORDED FEBRUARY 23, 1978 AS DOCUMENT NUMBER 1445879 IN THE KANE COUNTY RECORDER'S OFFICE; THENCE NORTH 66 DEGREES 05 MINUTES 44 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, 1.80 FEET TO THE SOUTHEAST CORNER OF SAID ADAMSON PARCEL; THENCE NORTH 24 DEGREES 23 MINUTES 56 SECONDS WEST, 301.42 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF GALLIGAN ROAD PER DOCUMENT 446968; THENCE NORTH 00 DEGREES 24 MINUTES 07 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1301.95 FEET TO THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 55 MINUTES 20 SECONDS EAST ALONG SAID NORTHERLY LINE, 594.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 55 MINUTES 20 SECONDS EAST ALONG SAID NORTHERLY LINE, 830.85 FEET; THENCE SOUTHERLY, 147.86 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1050.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 21 MINUTES 40 SECONDS WEST; THENCE NORTH 89 DEGREES 55 MINUTES 20 SECONDS WEST, 817.25 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 40 SECONDS EAST, 147.11 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

AND

THAT PART OF THE NORTH HALF OF SECTION 24, AND PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 640.68 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY PROLONGATION OF THE EASTERLY LINE OF RUTLANDVILLE AS MONUMENTED; THENCE NORTH 25 DEGREES 28 MINUTES 34 SECONDS WEST ALONG SAID EASTERLY LINE, 66.82 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 72 SAID RIGHT-OF-WAY LINE BEING 60 FEET NORTHERLY AND PARALLEL WITH THE CENTERLINE OF SAID ILLINOIS STATE ROUTE 72; THENCE CONTINUING NORTH 25 DEGREES 28 MINUTES 34 SECONDS WEST ALONG SAID EASTERLY LINE, 1104.20 FEET TO THE NORTHEAST CORNER OF BLOCK 13 IN RUTLANDVILLE SAID POINT BEING ON THE SOUTHEASTERLY LINE OF A PARCEL OF LAND OWNED BY VERN E. AND MARGARET M. ADAMSON, ACCORDING TO THE DEED RECORDED FEBRUARY 23, 1978 AS DOCUMENT NUMBER 1445879 IN THE KANE COUNTY RECORDER'S OFFICE; THENCE NORTH 66 DEGREES 05 MINUTES 44 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, 1.80 FEET TO THE SOUTHEAST CORNER OF SAID ADAMSON PARCEL; THENCE NORTH 24 DEGREES 23 MINUTES 56 SECONDS WEST, 301.42 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF GALLIGAN ROAD PER DOCUMENT 446968; THENCE NORTH 00 DEGREES 24 MINUTES 07 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1301.95 FEET TO THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 55 MINUTES 20 SECONDS EAST ALONG SAID NORTHERLY LINE, 1425.18 FEET; THENCE NORTHERLY, 171.70 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1050.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 14 DEGREES 04 MINUTES 48 SECONDS EAST; THENCE NORTH 18 DEGREES 45 MINUTES 52 SECONDS EAST

TANGENT TO THE LAST DESCRIBED COURSE, 160.00 FEET; THENCE NORTH 26 DEGREES 14 MINUTES 08 SECONDS WEST, 70.71 FEET; THENCE SOUTH 71 DEGREES 14 MINUTES 08 SECONDS EAST, 200.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 71 DEGREES 14 MINUTES 08 SECONDS EAST, 990.29 FEET TO THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 55 MINUTES 20 SECONDS EAST ALONG SAID NORTHERLY LINE, 18.47 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 24 AS MONUMENTED; THENCE SOUTH 89 DEGREES 51 MINUTES 34 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER, 357.23 FEET; THENCE SOUTH 71 DEGREES 14 MINUTES 08 SECONDS EAST, 172.86 FEET; THENCE SOUTHEASTERLY, 1566.82 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1260.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 35 DEGREES 36 MINUTES 42 SECONDS EAST; THENCE SOUTH 00 DEGREES 00 MINUTES 44 SECONDS WEST, 1278.69 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 33 SECONDS EAST, 70.68 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 72; THENCE WESTERLY ALONG SAID NORTHERLY LINE, 354.63 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 114532.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 89 DEGREES 57 MINUTES 15 SECONDS WEST; THENCE NORTH 89 DEGREES 51 MINUTES 27 SECONDS WEST ALONG SAID NORTHERLY LINE, 772.28 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 33 SECONDS EAST, 577.93 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, 706.66 FEET; THENCE NORTH 72 DEGREES 49 MINUTES 49 SECONDS WEST, 163.01 FEET; THENCE NORTH 17 DEGREES 10 MINUTES 11 SECONDS EAST, 135.00 FEET; THENCE WESTERLY, 101.79 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 943.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 69 DEGREES 44 MINUTES 16 SECONDS WEST; THENCE NORTH 23 DEGREES 21 MINUTES 17 SECONDS EAST, 66.00 FEET; THENCE NORTHWESTERLY, 471.17 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 877.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 51 DEGREES 15 MINUTES 15 SECONDS WEST; THENCE NORTH 35 DEGREES 51 MINUTES 47 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 55.00 FEET; THENCE NORTHERLY, 447.70 FEET ALONG A CURVE CONCAVE TO THE EAST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 713.70 FEET, THE CHORD OF SAID CURVE BEARING NORTH 17 DEGREES 53 MINUTES 33 SECONDS WEST; THENCE NORTH 00 DEGREES 04 MINUTES 40 SECONDS EAST, 802.23 FEET; THENCE NORTHERLY, 309.84 FEET ALONG A CURVE CONCAVE TO THE EAST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 950.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 25 MINUTES 16 SECONDS EAST; THENCE NORTH 18 DEGREES 45 MINUTES 52 SECONDS EAST, 160.00 FEET; THENCE NORTH 63 DEGREES 45 MINUTES 52 SECONDS EAST, 70.71 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS. EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 640.68 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY PROLONGATION OF THE EASTERLY LINE OF RUTLANDVILLE AS MONUMENTED; THENCE NORTH 25 DEGREES 28 MINUTES 34 SECONDS WEST ALONG SAID EASTERLY LINE, 66.82 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 72 SAID RIGHT-OF-WAY LINE BEING 60 FEET NORTHERLY AND PARALLEL WITH THE CENTERLINE OF SAID ILLINOIS STATE ROUTE 72; THENCE CONTINUING NORTH 25 DEGREES 28 MINUTES 34 SECONDS WEST ALONG SAID EASTERLY LINE, 1104.20 FEET TO THE NORTHEAST CORNER OF BLOCK 13 IN RUTLANDVILLE SAID POINT BEING ON THE SOUTHEASTERLY LINE OF A PARCEL OF LAND OWNED BY VERN E. AND MARGARET M. ADAMSON, ACCORDING TO THE DEED RECORDED FEBRUARY 23, 1978 AS DOCUMENT NUMBER 1445879 IN THE KANE COUNTY RECORDER'S OFFICE; THENCE NORTH 66 DEGREES 05 MINUTES 44 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, 1.80 FEET TO THE SOUTHEAST CORNER OF SAID ADAMSON PARCEL; THENCE NORTH 24 DEGREES 23 MINUTES 56 SECONDS WEST, 301.42 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF GALLIGAN ROAD PER DOCUMENT 446968; THENCE NORTH 00 DEGREES 24 MINUTES 07 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1301.95 FEET TO THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 55 MINUTES 20 SECONDS EAST ALONG SAID NORTHERLY LINE, 1425.18 FEET; THENCE NORTHERLY, 171.70 FEET ALONG A CURVE CONCAVE TO THE EAST,

HAVING A RADIUS OF 1050.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 14 DEGREES 04 MINUTES 48 SECONDS EAST; THENCE NORTH 18 DEGREES 45 MINUTES 52 SECONDS EAST TANGENT TO THE LAST DESCRIBED COURSE, 160.00 FEET; THENCE NORTH 26 DEGREES 14 MINUTES 08 SECONDS WEST, 70.71 FEET; THENCE SOUTH 71 DEGREES 14 MINUTES 08 SECONDS EAST, 200.00 FEET; THENCE SOUTH 71 DEGREES 14 MINUTES 08 SECONDS EAST, 990.29 FEET TO THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 55 MINUTES 20 SECONDS EAST ALONG SAID NORTHERLY LINE, 18.47 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 24 AS-MONUMENTED; THENCE SOUTH 89 DEGREES 51 MINUTES 34 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER, 357.23 FEET; THENCE SOUTH 71 DEGREES 14 MINUTES 08 SECONDS EAST, 172.86 FEET; THENCE SOUTHEASTERLY, 1566.82 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1260.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 35 DEGREES 36 MINUTES 42 SECONDS EAST; THENCE SOUTH 00 DEGREES 00 MINUTES 44 SECONDS WEST, 1278.69 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 33 SECONDS EAST, 70.68 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 72; THENCE WESTERLY ALONG SAID NORTHERLY LINE, 220.00 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 114532.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 89 DEGREES 59 MINUTES 17 SECONDS WEST TO THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID NORTHERLY LINE, 134.63 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 114532.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 89 DEGREES 53 MINUTES 57 SECONDS WEST; THENCE NORTH 89 DEGREES 51 MINUTES 27 SECONDS WEST ALONG SAID NORTHERLY LINE, 772.28 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 33 SECONDS EAST, 577.93 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST, 955.59 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 44 SECONDS WEST, 529.93 FEET; THENCE SOUTH 45 DEGREES 02 MINUTES 00 SECONDS WEST, 70.68 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

AND

THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 7 EAST AND PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 24 AS MONUMENTED; THENCE SOUTH 89 DEGREES 51 MINUTES 34 SECONDS EAST, 357.23 FEET THENCE SOUTH 71 DEGREES 14 MINUTES 08 SECONDS EAST, 172.08 FEET; THENCE SOUTHEASTERLY, 1566.82 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1260.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 35 DEGREES 36 MINUTES 42 SECONDS EAST; THENCE SOUTH 00 DEGREES 00 MINUTES 44 SECONDS WEST, 403.31 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44 DEGREES 59 MINUTES 16 SECONDS EAST, 70.71 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST, 125.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 44 SECONDS EAST, 289.55 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST, 851.14 FEET; THENCE EASTERLY, 75.35 FEET ALONG A CURVE CONCAVE TO THE NORTH, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 267.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 81 DEGREES 55 MINUTES 39 SECONDS EAST; THENCE NORTH 73 DEGREES 50 MINUTES 34 SECONDS EAST, 95.68 FEET; THENCE EASTERLY, 77.88 FEET ALONG A CURVE CONCAVE TO THE SOUTH, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 158.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 87 DEGREES 57 MINUTES 50 SECONDS EAST; THENCE NORTH 12 DEGREES 05 MINUTES 06 SECONDS EAST, 77.21 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 19 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID NORTHWEST QUARTER, 651.71 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 06 MINUTES 40 SECONDS EAST ALONG SAID EAST LINE, 1173.02 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 35 SECONDS WEST PARALLEL WITH THE CENTERLINE OF STATE ROUTE 72 A DISTANCE

OF 110.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 40 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID NORTHWEST QUARTER, 103.73 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 72; THENCE SOUTH 89 DEGREES 35 MINUTES 35 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 1068.45 FEET; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 711.59 FEET ALONG A CURVE CONCAVE TO THE NORTH, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 114532.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 89 DEGREES 46 MINUTES 45 SECONDS; THENCE NORTH 45 DEGREES 00 MINUTES 33 SECONDS WEST, 70.68 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 44 SECONDS EAST, 875.38 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS. EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 7 EAST AND PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 24 AS MONUMENTED; THENCE SOUTH 89 DEGREES 51 MINUTES 34 SECONDS EAST, 357.23 FEET THENCE SOUTH 71 DEGREES 14 MINUTES 08 SECONDS EAST, 172.08 FEET; THENCE SOUTHEASTERLY, 1566.82 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1260.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 35 DEGREES 36 MINUTES 42 SECONDS EAST; THENCE SOUTH 00 DEGREES 00 MINUTES 44 SECONDS WEST, 403.31 FEET; THENCE SOUTH 44 DEGREES 59 MINUTES 16 SECONDS EAST, 70.71 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST, 125.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 44 SECONDS EAST, 289.55 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST, 851.14 FEET; THENCE EASTERLY, 75.35 FEET ALONG A CURVE CONCAVE TO THE NORTH, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 267.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 81 DEGREES 55 MINUTES 39 SECONDS EAST; THENCE NORTH 73 DEGREES 50 MINUTES 34 SECONDS EAST, 95.68 FEET; THENCE EASTERLY, 77.88 FEET ALONG A CURVE CONCAVE TO THE SOUTH, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 158.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 87 DEGREES 57 MINUTES 50 SECONDS EAST; THENCE NORTH 12 DEGREES 05 MINUTES 06 SECONDS EAST, 77.21 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 19 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID NORTHWEST QUARTER, 651.71 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 06 MINUTES 40 SECONDS EAST ALONG SAID EAST LINE, 720.42 FEET TO THE POINT OF BEGINNING ; THENCE CONTINUING SOUTH 00 DEGREES 06 MINUTES 40 SECONDS EAST ALONG SAID EAST LINE, 452.60 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 35 SECONDS WEST PARALLEL WITH THE CENTERLINE OF STATE ROUTE 72 A DISTANCE OF 110.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 40 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID NORTHWEST QUARTER, 103.73 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 72; THENCE SOUTH 89 DEGREES 35 MINUTES 35 SECONDS WEST ALONG SAID NORTHERLY LINE, 1068.45 FEET; THENCE WESTERLY ALONG SAID NORTHERLY LINE, 711.59 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 114532.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 89 DEGREES 46 MINUTES 45 SECONDS WEST; THENCE NORTH 45 DEGREES 00 MINUTES 33 SECONDS WEST, 70.68 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 44 SECONDS EAST, 517.88 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST, 1938.80 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

AND

THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 24 AS MONUMENTED; THENCE SOUTH 89 DEGREES 51 MINUTES 34 SECONDS EAST, 357.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES 34 SECONDS

EAST ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER, 2309.18 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 13 MINUTES 57 SECONDS WEST ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER, 1291.81 FEET; THENCE SOUTH 12 DEGREES 05 MINUTES 06 SECONDS WEST, 77.21 FEET; THENCE WESTERLY, 77.88 FEET ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 158.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 87 DEGREES 57 MINUTES 50 SECONDS WEST; THENCE SOUTH 73 DEGREES 50 MINUTES 34 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 95.68 FEET; THENCE WESTERLY, 75.35 FEET ALONG A CURVE CONCAVE TO THE NORTH, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 267.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 81 DEGREES 55 MINUTES 39 SECONDS WEST; THENCE NORTH 89 DEGREES 59 MINUTES 16 SECONDS WEST, 851.14 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 44 SECONDS WEST, 289.55 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 16 SECONDS WEST, 125.00 FEET; THENCE NORTH 44 DEGREES 59 MINUTES 16 SECONDS WEST, 70.71; THENCE NORTH 00 DEGREES 00 MINUTES 44 SECONDS EAST, 403.31 FEET; THENCE NORTHWESTERLY, 1566.82 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1260.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 35 DEGREES 36 MINUTES 42 SECONDS WEST; THENCE NORTH 71 DEGREES 14 MINUTES 08 SECONDS WEST, 172.86 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

AND

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

AND ALSO:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 53 MINUTES 42 SECONDS EAST, 397.17 FEET ON THE SOUTHERLY LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING; THENCE NORTH 45 DEGREES 38 MINUTES 11 SECONDS WEST, 27.72 FEET; THENCE NORTH 18 DEGREES 45 MINUTES 52 SECONDS EAST, 65.00 FEET TO A CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET AND AN ARC LENGTH OF 173.21 FEET; THENCE NORTH 56 DEGREES 56 MINUTES 00 SECONDS EAST, 194.65 FEET TO THE EAST LINE OF THE WEST ONE HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 23 MINUTES 12 SECONDS WEST, 321.88 FEET ON SAID LINE TO THE SOUTH LINE OF SAID QUARTER; THENCE NORTH 89 DEGREES 53 MINUTES 42 SECONDS WEST, 266.36 FEET ON SAID SOUTH LINE TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

PIN Nos. 02-13-400-007; 02-13-400-006; 02-13-300-012; 02-24-101-007; 02-24-101-008; 02-24-101-010; 02-24-101-011; 02-24-101-013; 02-24-200-001; 02-24-200-002; 02-24-200-003; 02-24-200-004; 03-19-100-006

EXHIBIT B
Form of Trust Indenture

TRUST INDENTURE

between

VILLAGE OF GILBERTS, ILLINOIS

and

**AMALGAMATED BANK OF CHICAGO,
as Trustee**

Dated as of _____ 1, 2023

**\$ _____
VILLAGE OF GILBERTS,
KANE COUNTY, ILLINOIS
SPECIAL SERVICE AREA NUMBER FIFTEEN
SPECIAL TAX REFUNDING BONDS, SERIES 2023**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I STATUTORY AUTHORITY AND DEFINITIONS.....	3
Section 1.1 Authority for this Indenture.	3
Section 1.2 Agreement for Benefit of Owners of the Series 2023 Bonds.	3
Section 1.3 Definitions.....	4
ARTICLE II BOND DETAILS	12
Section 2.1 Purpose of Issuance; Amount of Series 2023 Bonds.	12
Section 2.2 Form; Denominations; Numbers.....	12
Section 2.3 Date of Series 2023 Bonds: CUSIP Identification Numbers.	12
Section 2.4 Maturities; Interest Rates.	12
Section 2.5 Interest.....	13
Section 2.6 Form of Series 2023 Bonds; Execution; Authentication.....	13
Section 2.7 Payment of the Series 2023 Bonds.	14
Section 2.8 Appointment of Trustee; Bond Registrar.	14
Section 2.9 Registration of Series 2023 Bonds; Persons Treated as Owners.	14
Section 2.10 Book Entry Form; Securities Depository.....	16
ARTICLE III ADDITIONAL BONDS	17
ARTICLE IV REDEMPTION OF SERIES 2023 BONDS.....	17
Section 4.1 Mandatory Sinking Fund Redemption.	17
Section 4.2 Optional Redemption.	18
Section 4.3 Mandatory Redemption Upon Condemnation.	19
Section 4.4 Special Mandatory Redemption from Optional Prepayment and Mandatory Prepayment of Special Taxes.	19
Section 4.5 Redemption Provisions; Notice of Redemption.....	20
Section 4.6 Purchase in Lieu of Redemption.....	21
ARTICLE V APPLICATION OF PROCEEDS.....	21
Section 5.1 Application of Proceeds.	21
ARTICLE VI SECURITY FOR THE SERIES 2023 BONDS	22
Section 6.1 Limited Obligations.	22
Section 6.2 Levy of Special Tax.	22
ARTICLE VII FUNDS AND ACCOUNTS.....	24
Section 7.1 Bond and Interest Fund.	24
Section 7.2 Reserve Fund.....	25
Section 7.3 Special Reserve Fund and Cost of Issuance Fund.	26
Section 7.4 Administrative Expense Fund.....	27
Section 7.5 Rebate Fund.	27
Section 7.6 Investment of Funds.....	28

ARTICLE VIII COVENANTS AND AGREEMENTS OF THE VILLAGE.....	28
Section 8.1 Tax Covenants.....	28
Section 8.2 Levy and Collection of Taxes.	30
Section 8.3 Proper Books and Records.	31
Section 8.4 Against Encumbrances.	31
Section 8.5 Continuing Disclosure Agreement.	31
Section 8.6 Municipal Bond Insurance Policy; Covenants In Favor of Bond Insurer.	31
ARTICLE IX DEFAULTS AND REMEDIES	39
Section 9.1 Events of Default.....	39
Section 9.2 Remedies.	40
Section 9.3 Notice of Default.....	40
Section 9.4 Termination of Proceedings by Trustee.	40
Section 9.5 Right of Bondholders to Control Proceedings.	41
Section 9.6 Right of Bondholders to Institute Suit.	41
Section 9.7 Suits by Trustee.....	42
Section 9.8 Remedies Cumulative.	42
Section 9.9 Waiver of Default.....	42
Section 9.10 Application of Moneys After Default.	42
ARTICLE X TRUSTEE	43
Section 10.1 Appointment as Trustee for Bondholders.	43
Section 10.2 Performance of Duties.....	43
Section 10.3 Instruments Upon Which Trustee May Rely.	45
Section 10.4 Trustee not Responsible for Recitals and Other Matters.	46
Section 10.5 Trustee May Acquire Series 2023 Bonds.	46
Section 10.6 Qualification of Trustee.	46
Section 10.7 Resignation or Removal of Trustee and Appointment of Successor.....	47
Section 10.8 Concerning the Successor Trustee.	48
Section 10.9 Reserved.....	49
Section 10.10 Monthly Statements.	49
Section 10.11 Merger, Consolidation, or Succession to Business.	49
ARTICLE XI SUPPLEMENTAL INDENTURES	50
Section 11.1 Supplemental Indentures Not Requiring Consent of Bondholders.	50
Section 11.2 Supplemental Indentures Requiring Consent of Bondholders.	50
Section 11.3 Supplemental Indenture to Modify this Indenture.	52
Section 11.4 Trustee May Rely Upon Opinion of Counsel Re: Supplemental Indenture.	52
Section 11.5 Notation.....	52
Section 11.6 Notice of Supplemental Indenture; Opinion of Counsel.....	52
ARTICLE XII DEFEASANCE	53
Section 12.1 Defeasance.	53

ARTICLE XIII MISCELLANEOUS	55
Section 13.1 Severability.	55
Section 13.2 Notices.....	55
Section 13.3 Holidays.	56
Section 13.4 Execution of Counterparts.....	56
Section 13.5 Applicable Law.	56
Section 13.6 Immunity of Officers, Employees, Elected Officials of Village.....	56

EXHIBIT A Legal Description of Special Service Area	A-1
EXHIBIT B Form of Series 2023 Bond.....	B-1
EXHIBIT C Form of Satisfaction of Tax Lien.....	C-1
EXHIBIT D Form of Continuing Disclosure Agreement.....	D-1

TRUST INDENTURE

THIS TRUST INDENTURE (the “**Indenture**”) is made and entered into as of _____ 1, 2023, by and between the Village of Gilberts, Illinois, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Illinois (the “**Village**”), and Amalgamated Bank of Chicago, an Illinois banking corporation, as Trustee (the “**Trustee**”).

WITNESSETH:

WHEREAS, by Ordinance No. 05-35 adopted on October 4, 2005 (the “**Establishing Ordinance**”) the Village has established the “Village of Gilberts Special Service Area Number Fifteen” as further described in Exhibit A to this Indenture (the “**Special Service Area**”); and

WHEREAS, pursuant to Ordinance No. 05-36 adopted on October 4, 2005 (the “**Series 2005 Bond Ordinance**”) and pursuant to the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq. (the “**Special Service Area Act**”) it was determined in the best interests of the Village to issue, and the Village subsequently did issue, a principal amount of \$11,000,000 of the Village of Gilberts, Kane County, Illinois, Special Service Area Number Fifteen Special Tax Bonds, Series 2005 (Gilberts Town Center Project) (the “**Series 2005 Bonds**”) for the purpose of providing a portion of the funds needed for costs of the Special Services (defined below); and

WHEREAS, the Series 2005 Bonds were refunded by the Village’s Special Service Area Number Fifteen Special Tax Refunding Bonds, Series 2014 (the “**Series 2014 Bonds**”);

WHEREAS, it was determined to be in the best interests of the Village to current refund all or a portion of the Series 2014 Bonds; and

WHEREAS, pursuant to Ordinance No. _____ adopted on [October 17], 2023, including a Bond Order executed pursuant thereto (the “**Bond Ordinance**”) and pursuant to the Special Service Area Act, it was determined in the best interests of the Village to issue a principal amount not to exceed \$8,000,000 of the Village of Gilberts Special Service Area Number Fifteen Special Tax Refunding Bonds, Series 2023 (the “**Series 2023 Bonds**”) for the purpose of providing the funds needed for the current refunding all or a portion of the Series 2014 Bonds, to fund certain reserves and to pay costs of issuance of the Series 2023 Bonds and the refunding of all or a portion of the Series 2014 Bonds; and

WHEREAS, the Bond Ordinance authorized the President and Village Clerk to establish certain specific terms of the Series 2023 Bonds by executing and delivering a Bond Purchase Agreement with the Purchaser (defined below); and

WHEREAS, pursuant to the terms so established the Village will issue \$_____ principal amount of Series 2023 Bonds upon the terms specified in this Indenture; and

WHEREAS, it is in the public interest and for the benefit of the Village, the Special Service Area and the owners of the Series 2023 Bonds that the Village enter into this Indenture to provide for the issuance of the Series 2023 Bonds, the disbursement of proceeds of the Series 2023 Bonds, the deposit of the special taxes levied pursuant to the Bond Ordinance securing the Bonds, and the administration and payment of the Series 2023 Bonds; and

WHEREAS, all things necessary to cause the Series 2023 Bonds, when executed by the Village and issued as provided in the Special Service Area Act, the Local Government Debt Reform Act (as defined below), the Bond Ordinance and this Indenture, to be legal, valid and binding and special obligations of the Village in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Indenture and the creation, authorization, execution and issuance of the Series 2023 Bonds, subject to the terms of this Indenture, have in all respects been duly authorized;

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

That the Village in consideration of the premises, the acceptance by the Trustee of the trusts created hereby and the purchase and acceptance of the Series 2023 Bonds by the owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of, and interest on the Series 2023 Bonds according to their tenor and effect, and to secure the performance and observance by the Village of all the covenants expressed or implied herein and in the Series 2023 Bonds, does hereby pledge and assign, and grant a first lien and security interest in, the following (collectively, the "Trust Estate") to Amalgamated Bank of Chicago, as Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Village hereinafter set forth;

GRANTING CLAUSE FIRST

All right, title and interest of the Village in and to the Special Taxes, and any monies held under this Indenture by the Trustee, including the proceeds of the Series 2023 Bonds and the interest, profits and other income derived from the investment thereof other than amounts held by the Trustee in the Administrative Expense Fund, the Special Reserve Fund and the Rebate Fund;

GRANTING CLAUSE SECOND

All funds, monies, property and security and any and all other rights and interests in property whether tangible or intangible from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Series 2023 Bonds by the Village or by anyone on its behalf or with its written consent including without limitation the Bond Insurance Policy and the proceeds paid thereunder, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

TO HAVE AND TO HOLD, all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trust herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Series 2023 Bonds from time to time issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Series 2023 Bonds over any of the other Series 2023 Bonds (except as otherwise provided herein);

PROVIDED, HOWEVER, that if the Village, its successors or assigns, shall pay, or cause to be paid, the principal of, and interest on the Series 2023 Bonds due or to become due thereon, at the times and in the manner mentioned in the Series 2023 Bonds according to the true intent and meaning thereof, and shall cause the payments to be made on the Series 2023 Bonds as required under this Indenture, or shall provide, as permitted hereby, for the payment thereof pursuant to Article XII hereof and shall cause to be kept, performed and observed all of its covenants and conditions required to be kept, performed, and observed pursuant to the terms of this Indenture, and shall pay or cause to be paid all sums of money due or to become due in accordance with the terms and provisions hereof, then upon the final payment or upon the defeasance thereof, this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture is to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Series 2023 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests, and amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the Village has agreed and covenanted, and does hereby agree and covenant with the Trustee and with the respective owners of the Series 2023 Bonds as follows:

ARTICLE I

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.1 **Authority for this Indenture.** This Indenture is entered into pursuant to the powers of the Village pursuant to Part 6 of Section 7 of Article VII of the 1970 Constitution of the State of Illinois and pursuant to the respective provisions of the Special Service Area Act, the Local Government Debt Reform Act and the Bond Ordinance.

Section 1.2 **Agreement for Benefit of Owners of the Series 2023 Bonds.** The provisions, covenants and agreements to be performed by or on behalf of the Village under this Indenture shall be for the equal benefit, protection and security of the Bondholders except as otherwise expressly provided herein. All of the Series 2023 Bonds, without regard to the time or times of their issuance or

maturity, shall be of equal rank without preference, priority or distinction of any of the Series 2023 Bonds over any other of the Series 2023 Bonds, except as expressly provided in or permitted by this Indenture. The Trustee may become the owner of any of the Series 2023 Bonds in its own or any other capacity with the same rights it would have if it were not the Trustee.

Section 1.3 **Definitions.** Unless the context otherwise requires, the terms defined in this Section 1.3 shall, for all purposes of the Indenture, of any Supplemental Indenture, and of any certificate, opinion or other document mentioned in this Indenture, have the meanings specified below. All references in this Indenture to “**Articles**,” “**Sections**” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture, and the words “**herein**,” “**hereof**,” “**hereunder**” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision of this Indenture.

“**Administrative Expenses**” means the following actual or reasonably estimated costs permitted in accordance with the Special Service Area Act and directly related to the administration of the Special Service Area and the Series 2023 Bonds as determined by the Village or the Administrator on its behalf: including but not limited to the costs of computing the Special Taxes and of preparing the annual Special Taxes collection schedules; the costs of collecting the Special Taxes (whether by the Village, the County or otherwise), the costs of remitting the Special Taxes to the Trustee; the costs and expenses of the Trustee (including its legal counsel) and any fiscal agent in the discharge of the duties required of it under this Indenture or any trustee or fiscal agent agreement; the fees and expenses of any Bond Insurer required to be paid by the Village to the Bond Insurer pursuant to the provisions of this Indenture; the fees of any rating agency providing a rating on the Series 2023 Bonds; the costs of the Rebate Determination Provider; the costs of the Village or its designee in complying with disclosure requirements of applicable federal and state securities laws and of the Special Service Area Act, including, but not limited to, public inquiries regarding the Special Tax; the costs associated with the release of funds from any escrow account, any termination payments owed by the Village in connection with any guaranteed investment contracts, forward purchase agreements or other investment of funds held under the Indenture; and amounts advanced by the Village for any other administrative purposes of the Special Service Area, including the costs of prepayment of annual Special Tax, recordings related to the prepayment, discharge or satisfaction of Special Tax; the costs of commencing foreclosure and pursuing collection of delinquent Special Tax, and the reasonable fees of legal counsel of the Village incurred in connection with the foregoing. Administrative Expenses shall also include any shortfall in funding a required Special Reserve Fund Credit.

“**Administrative Expense Fund**” means the fund by that name established pursuant to Section 7.4 of this Indenture.

“**Administrative Services Agreement**” means the Agreement for Administrative Services, dated _____, 2023, between the Village and the Administrator providing for

financial and administrative services related to the Special Service Area, as the same may be amended, amended and restated, modified or supplemented from time to time.

“**Administrator**” means Municap Inc. and its successors and assigns, or any other firm selected by the Village to assist it in administering the Special Service Area and the extension and collection of Special Taxes pursuant to the Special Tax Report (as defined below).

“**Authorized Denomination**” means denominations of \$5,000 or multiples of \$1,000 in excess thereof.

“**Authorized Newspaper**” means a financial newspaper of general circulation in the Borough of Manhattan, City and State of New York (including, on such dates as they are published, The New York Times, The Wall Street Journal and The Bond Buyer) which is customarily published at least once a week for at least five (5) days (other than legal holidays) in each calendar week, printed in the English language.

“**Authorized Officer**” means the Village President, Village Treasurer or the Village Clerk or any other officer designated as such pursuant to a certificate of the Village President delivered to the Trustee.

“**Beneficial Owner**” means, when the Series 2023 Bonds are in a book-entry system, any person who acquires a beneficial ownership interest in a Series 2023 Bond held by DTC. For purposes of the Sections of this Indenture requiring notice to or communications with Beneficial Owners (including, without limitation, Section 10.9) the Trustee, the Bond Registrar and the Village shall be entitled to treat as Beneficial Owners only such persons or entities that provide notice of their beneficial ownership of the Series 2023 Bonds in writing to the Trustee and the Village at least three Business Days prior to the date upon which any notice or communication must be given by the Trustee, the Bond Registrar or the Village under this Indenture. Such notice shall be in form together with evidence of beneficial ownership satisfactory to the Trustee, the Bond Registrar and the Village and shall include the name of the Beneficial Owner, the address of the Beneficial Owner (which shall also include a delivery address if a post office box is given) and the principal amount of Series 2023 Bonds in which the Beneficial Owner has a beneficial ownership interest. The Trustee, the Bond Registrar and the Village may rely on any notice so given until such time as it is revoked or amended by subsequent written notice to the Trustee and the Village.

“**Bond and Interest Fund**” means the fund by that name established pursuant to Section 7.1 of this Indenture.

“**Bond Insurance Policy**” means the insurance policy issued by the Bond Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2023 Bonds when due.

“**Bond Insurer**” means _____, or any successor thereto or assignee thereof.

“**Bond Register**” means the means the register maintained by the Bond Registrar at its designated office, in which the Bond Registrar records the name and address of the owner of each Series 2023 Bond and all transfers of each Series 2023 Bond.

“**Bond Registrar**” means the Trustee, and its successors or assigns, or any successor bond registrar appointed by the Village to act as bond registrar.

“**Bondholder**” means the person in whose name such Series 2023 Bond is registered in the bond register maintained by the Bond Registrar.

“**Business Day**” means any day, other than (i) a Saturday or Sunday or (ii) any day on which the office of the Trustee or the Bond Insurer are closed or (iii) any day on which banking institutions are authorized or required by law, order or governmental decree to be closed in New York City, or in the State of New York.

“**Closing Date**” means _____, 2023, the date of issuance and delivery of the Series 2023 Bonds.

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

“**Continuing Disclosure Agreement**” means the Continuing Disclosure Agreement, dated the Closing Date, between the Village and the Dissemination Agent as set forth in Exhibit D.

“**Corporate Authorities**” means the President and Board of Trustees of the Village.

“**Costs of Issuance Fund**” means the fund by that name established pursuant to Section 7.3(b) of this Indenture.

“**County**” means Kane County, Illinois.

“**Defeasance Securities**” means any bond or other obligations, not subject to redemption or prepayment, which, as to both principal and interest, constitute direct obligations of, or the timely payment of which are unconditionally guaranteed by, the United States of America.

“**Depository Participant**” shall have the meaning given that term in Section 2.10 of this Indenture.

“**DTC**” means The Depository Trust Company, New York, New York.

“**Escrow Account**” means the “Special Service Area Number Fifteen Special Tax Refunding Bonds Escrow Account” created pursuant to the Escrow Agreement.

“**Escrow Agreement**” means the Escrow Agreement, dated the Closing Date, between the Village and the Trustee, in its capacity as Escrow Agent and as Trustee for the Series 2014 Bonds.

“**Establishing Ordinance**” means Ordinance Number 05-35 adopted on October 4, 2005 by the Corporate Authorities.

“**Event of Default**” shall have the meaning given that term in Section 9.1 of this Indenture.

“**Foreclosure Proceeds**” means the proceeds of any redemption or sale of property in the Special Service Area sold as the result of a foreclosure action with respect to the lien of the Special Taxes.

“**Government Securities**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of the United States of America and all securities and obligations, the prompt payment of principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America.

“**Indenture**” means this Trust Indenture, dated as of _____ 1, 2023, between the Village and the Trustee, as amended and supplemented from time to time.

“**Indirect Participant**” shall have the meaning given that term in Section 2.10 of this Indenture.

“**Interest Payment Date**” means March 1 and September 1 of each year commencing on _____ 1, 2024.

“**Letter of Representations**” means the Blanket Issuer Letter of Representations, dated March 13, 2001, from the Village to DTC, as amended from time to time.

“**Local Government Debt Reform Act**” means the Local Government Debt Reform Act, 30 ILCS §350/1 et seq., as amended.

“**Moody’s**” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and if such corporation shall be dissolved or consolidated or shall no longer perform the functions of a securities rating agency “Moody’s” shall refer to such other nationally recognized securities rating agency designated by the Village to the Trustee.

“**Parcel**” shall have the meaning given that term in the Special Tax Report.

“**Penalty**” shall have the meaning given that term in Section 8.1(b) of this Indenture.

“**Purchase Contract**” means the Bond Purchase Agreement, dated _____, 2023 between the Purchaser and the Village.

“**Purchaser**” means Bernardi Securities, Inc.

“**Qualified Investments**” means, to the extent permitted by then applicable Illinois law, the following:

(i) Government Securities;

(ii) bonds, notes, debentures, or other similar direct obligations of the United States of America or its agencies in the highest general classification established by a rating service of nationally recognized expertise in rating such obligations, including (a) senior obligations by the Federal Home Loan Bank System; (b) senior debt obligations and participation certificates (excluding stripped mortgage securities which are purchased at prices exceeding their principal amounts) issued by the Federal Home Loan Mortgage Corporation (“**FHLMC**”); (c) obligations of the Resolution Funding Corporation (“**REFCORP**”); and (d) senior debt obligations of the Student Loan Marketing Association (“**SLMA**”) (excluding securities that do not have a fixed par value or whose terms do not promise a fixed dollar amount at maturity or call date);

(iii) Investments in any of the following obligations provided such obligations are backed by the full faith and credit of the United States (a) the Export-Import Bank of the United States, (b) the Federal Housing Administration, (c) the Government National Mortgage Association (“**GNMA**”), (d) the Rural Economic Community Development Administration (formerly known as the Farmers Home Administration), (e) the Federal Financing Bank, (f) the Department of Housing and Urban Development, (g) the General Services Administration, (h) the U.S. Maritime Administration, or (i) the Small Business Administration;

(iv) interest bearing certificates of deposit, interest bearing savings accounts, interest bearing time deposits, or other investments constituting direct obligations of any bank as defined by the Illinois Banking Act which are insured by the Federal Deposit Insurance Corporation and which are either (a) U.S. dollar denominated deposit accounts, federal funds, bankers acceptances, and certificates of deposit of any bank whose short term debt obligations are rated “A-1 +” by S&P and “P-1” by Moody’s and maturing no more than 360 calendar days after the date of purchase (holding company ratings are not considered as rating of the bank) or (b) certificates of deposit of any bank, which certificates are fully insured by the Federal Deposit Insurance Corporation (“**FDIC**”);

(v) repurchase agreements of Government Securities which are subject to the Government Securities Act of 1986. The Government Securities, unless registered or inscribed in the name of the Village, shall be purchased through banks or trust companies authorized to do business in the State of Illinois. The repurchase agreements must also meet the following requirements: The repurchase agreements are with (a) any domestic bank, or domestic branch of a foreign bank, the long term debt which is rated at least “A” by S&P and “A2” by Moody’s; or (b) any broker dealer with “retail customers” or a related affiliate thereof which broker dealer has, or the parent company (which guarantees the provider) of which has, long term debt rated at least “A” by S&P and “A2” by Moody’s, which broker dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (c) any other entity rated at least “A” by S&P and “A2” by Moody’s provided that:

1) the repurchase agreement is collateralized with the obligations described in paragraphs (i) or (ii) above.

2) the trustee will value the collateral securities at least weekly and will liquidate the collateral securities if any deficiency in the required collateral percentage is not restored within (2) business days.

3) the market value of the collateral must be maintained at: 104% of the total principal of the repurchase agreement for obligations described in paragraphs (i) and (ii).

4) the trustee or a third party acting solely as agent therefore or for the Village (the “**Holder of the Collateral**”) has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor’s books).

5) the repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Holder of the Collateral has a perfected first priority security interest in the collateral, and substituted collateral and all proceeds thereof.

6) the repurchase agreement shall provide that if during its term the provider’s rating by either Moody’s or S&P is withdrawn or suspended or falls below “A-” by S&P or “A3” by Moody’s, as appropriate, the provider must, at the direction of the Village or the Trustee within 10 days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the Village or Trustee

(vi) [Reserved]; and

(vii) money market mutual funds registered under the Investment Company Act of 1940 as amended and in agreements to repurchase such obligations and are rated in highest category by S&P;

together with such other investments as shall from time to time be lawful for the investment of Village funds provided that “Qualified Investments” shall not include a financial instrument, commonly known as a “derivative,” whose performance is derived, at least in part, from the performance of any underlying asset, including, without limitation, futures, options on securities, options on futures, forward contracts, swap agreements, structured notes and participations in pools of mortgages or other assets.

“**Rebate Determination Provider**” means an entity selected by the Village expert in the calculation of rebate amounts pursuant to Section 148 of the Code. [David Taussig & Associates, Inc.] shall initially serve as the Rebate Determination Provider. If at any time the Rebate Determination Provider resigns or is removed, and the Village shall not have appointed a successor within 30 days, the Rebate Determination Provider shall be an entity selected by the Trustee.

“**Rebate Fund**” means the fund by that name established pursuant to Section 7.5 of this Indenture.

“**Rebate Requirement**” shall have the meaning given that term in Article VIII of this Indenture.

“**Record Date**” means the fifteenth day of the month preceding an Interest Payment Date.

“**Reserve Fund**” means the fund by that name created pursuant to Section 7.2 of this Indenture.

“**Reserve Fund Credit**” means the credit to be provided upon the prepayment of the Special Tax calculated in accordance with Exhibit B of the Special Tax Report.

“**Reserve Requirement**” means an amount equal to \$_____, as adjusted for prepayments as set forth in Section 7.1 of this Indenture.

“**S&P**” means S&P Global Ratings, a corporation organized and existing under the laws of the State of New York, its successors and assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally-recognized securities rating agency designated the Village to the Trustee.

“**Series 2005 Bonds**” means the Village’s \$11,000,000 Special Service Area Number Fifteen Special Tax Bonds, Series 2005 (Gilberts Town Center Project), dated November 30, 2005, which bonds were redeemed in full on March 1, 2015.

“**Series 2014 Bonds**” means the Village’s \$11,720,000 Special Service Area Number Fifteen Special Tax Refunding Bonds, Series 2014, dated June 24, 2014, of which \$[8,485,000] is currently outstanding.

“**Series 2014 Indenture**” means the Trust Indenture dated as of June 1, 2014, between the Village and the Trustee, pursuant to which the Series 2014 Bonds were issued.

“**Series 2023 Bonds**” means the Village’s Special Service Area Number Fifteen Special Tax Refunding Bonds, Series 2023, issued in the original principal amount of \$_____.

“**Special Redemption Account**” means the account by that name established pursuant to Section 7.1 of this Indenture.

“**Special Reserve Fund**” means the fund by that name created pursuant to Section 7.3(a) of this Indenture.

“**Special Reserve Fund Credit**” means, with respect to each Parcel, the difference between (A) the amount of the prepayment of the Special Taxes for such Parcel made in accordance with the Special Tax Report and (B) the amount of prepayment of the Special Taxes for such Parcel made in accordance with the Special Tax Report if the Series 2005 Bonds remained outstanding and the Series 2014 Bonds and Series 2023 Bonds were not issued, as determined by the Administrator.

“**Special Reserve Fund Requirement**” means an amount, if any, determined by the Village each year, as reasonably anticipated to be needed in the immediately succeeding year to fund any Special Reserve Fund Credits for possible prepayments initially in an amount equal to \$5,000, each year up to an aggregate amount of \$20,000, subject to adjustment as provided in Section 7.3.

“**Special Service Area**” means Village of Gilberts Special Service Area Number Fifteen, described more fully in Exhibit A to this Indenture.

“**Special Service Area Act**” means the Special Service Area Tax Law, 35 ILCS §200/27-5 et seq., as amended.

“**Special Services**” means the improvements benefiting the Special Service Area consisting of the acquisition, construction and installation of public improvements including, but not limited to, surveying, engineering, soil testing and appurtenant work, mass grading and demolition, stormwater management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, sidewalks, and related street improvements, and equipment and materials necessary for the maintenance thereof, landscaping, wetland mitigation, public park improvements and tree installation, costs for land and easement acquisitions relating to any of the foregoing improvements, required tap on and related fees for water or sanitary sewer services.

“**Special Taxes**” means the taxes levied by the Village on all taxable real property within the Special Service Area pursuant to the Special Tax Roll and this Indenture.

“**Special Tax Report**” means the Village of Gilberts Special Service Area Number Fifteen Special Tax Roll and Report dated September 27, 2005, as amended by the Addendum to Special Tax Roll and Report dated August 8, 2012, prepared by the Administrator in connection with the Village of Gilberts Special Service Area Number Fifteen.

“**Special Tax Requirement**” means the “Special Tax Requirement” as defined in the Special Tax Report.

“**Special Tax Roll**” means the special tax roll for the payment of the Series 2023 Bonds established and amended from time to time pursuant to the Special Tax Report.

“**Supplemental Indenture**” means an indenture adopted by the Corporate Authorities of the Village as provided in Article XI hereof which amends or supplements this Indenture.

“**Tax Agreement**” or “**Tax Agreements**” means the Village’s Tax Compliance Certificate and Agreement, dated the Closing Date, as amended from time to time.

“**Trustee**” means Amalgamated Bank of Chicago, an Illinois banking corporation, and its successors and assigns.

“**Village**” means the Village of Gilberts, Kane County, Illinois.

ARTICLE II

BOND DETAILS

- Section 2.1** **Purpose of Issuance; Amount of Series 2023 Bonds.** The amount of \$_____ shall be borrowed by the Village pursuant to the Special Service Area Act and the Local Government Debt Reform Act (i) to effect a current refunding of the Series 2014 Bonds, (ii) to make a deposit to the Reserve Fund, and (iii) to pay the costs of the Village in connection with the issuance of the Series 2023 Bonds and the refunding of the Series 2014 Bonds. The proceeds of the Series 2014 Bonds were used to effect an advance refunding of the Village's then outstanding Series 2005 Bonds, the proceeds of which financed a portion of the costs of the Special Services. In evidence of such borrowing, Series 2023 Bonds in the aggregate principal amount of \$_____ shall be issued as provided in this Indenture. The total principal amount of the Series 2023 Bonds that may be issued pursuant to this Indenture is expressly limited to \$_____ except as set forth in Article III.
- Section 2.2** **Form; Denominations; Numbers.** The Series 2023 Bonds shall be issued only in fully registered form without coupons and in denominations of \$5,000 or any multiple of \$1,000 in excess thereof up to the principal amount authorized for that maturity. The Series 2023 Bonds shall be designated "Special Service Area Number Fifteen Special Tax Refunding Bonds, Series 2023" and shall be numbered consecutively from R-1 upward but need not be authenticated or delivered in consecutive order.
- Section 2.3** **Date of Series 2023 Bonds: CUSIP Identification Numbers.** The Series 2023 Bonds shall be dated the Closing Date and delivered to or upon the order of the Purchaser upon original issuance. CUSIP identification numbers shall be imprinted on the Series 2023 Bonds, provided that any failure on the part of the Village or the Trustee to use such CUSIP numbers in any notice to any Bondholders shall not constitute an event of default or any violation of the Village's contract with such Bondholders and shall not impair the effectiveness of such notice.
- Section 2.4** **Maturities; Interest Rates.** The Series 2023 Bonds shall mature and become due and payable on March 1 in the years, in the principal amounts, and shall bear interest at the rates set forth below:

<u>Year (March 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2024	\$,000	.00%
2025	,000	.00
2026	,000	.00
2027	,000	.00
2028	,000	.00
2029	,000	.00
2030	,000	.00
2031	,000	.00
2032	,000	.00
2033	,000	.00
2034	,000	.00
2035	,000	.00

Section 2.5 **Interest.**The Series 2023 Bonds shall bear interest at the rate set forth in Section 2.4 payable on each Interest Payment Date, beginning on _____ 1, 2024. Interest on the Series 2023 Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Series 2023 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication of such Series 2023 Bond unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from its dated date; *provided, however*, that if on the date of authentication of a Series 2023 Bond, interest is in default on such Series 2023 Bond, such Series 2023 Bond shall bear interest from the Interest Payment Date to which interest had previously been paid or made available for payment on such Series 2023 Bond.

Section 2.6 **Form of Series 2023 Bonds; Execution; Authentication.**The Series 2023 Bonds shall be issued in substantially the form set forth in Exhibit B to this Indenture. Each Series 2023 Bond shall be executed by the manual or facsimile signature of the Village President and the manual or facsimile signature of the Village Clerk and shall have the corporate seal of the Village affixed to it (or a facsimile of that seal printed on it). The Village President and the Village Clerk (if they have not already done so) are

authorized and directed to file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signatures of Public Officials Act, as amended, which shall authorize the use of their facsimile signatures to execute the Series 2023 Bonds. Each Series 2023 Bond so executed shall be as effective as if manually executed. In case any officer of the Village whose signature or a facsimile of whose signature shall appear on the Series 2023 Bonds shall cease to be such officer before authentication and delivery of any of the Series 2023 Bonds, that signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

No Series 2023 Bond shall be valid for any purpose unless and until a certificate of authentication on that Series 2023 Bond substantially in the form set forth in the bond form in Exhibit B to this Indenture shall have been duly executed by the Trustee appointed by this Indenture as authentication agent of the Village. Execution of the certificate of authentication upon any Series 2023 Bond shall be conclusive evidence that the Series 2023 Bond has been authenticated and delivered under this Indenture.

Section 2.7 **Payment of the Series 2023 Bonds.** The Series 2023 Bonds shall be payable in lawful money of the United States at the office of the Trustee to the person in whose name the Series 2023 Bond is registered in the Bond Register at the close of business on the Record Date. As long as the Series 2023 Bonds are held in book entry form and registered to Cede & Co., the nominee name of DTC, the Trustee is directed to pay the principal of, and interest on, the Series 2023 Bonds when due by wire transfer to DTC or its nominee in accordance with DTC's rules that are then in effect. The principal of each Series 2023 Bond shall be payable at maturity upon presentment of the Series 2023 Bond at the office of the Trustee. If on any date the Series 2023 Bonds are registered in certificated form, then interest on each Series 2023 Bond shall be payable on each Interest Payment Date by wire or other electronic money transfer, or by check of the Trustee sent to the Bondholder recorded on the Bond Register.

Section 2.8 **Appointment of Trustee; Bond Registrar.** Amalgamated Bank of Chicago is hereby appointed as Trustee, authentication agent, paying agent, and Bond Registrar for the Series 2023 Bonds.

Section 2.9 **Registration of Series 2023 Bonds; Persons Treated as Owners.** The Series 2023 Bonds shall be negotiable, subject to the following provisions for registration and registration of transfer. The Trustee, in its capacity as Bond Registrar, shall maintain the Bond Register at its designated office. Each Series 2023 Bond shall be fully registered on the Bond Register in the name of its

owner, as to both principal and interest. Transfer of each Series 2023 Bond shall be registered only on the Bond Register upon surrender of that Series 2023 Bond to the Bond Registrar by the registered owner or his or her attorney duly authorized in writing together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney. Upon surrender of a Series 2023 Bond for registration of transfer, the Village shall execute, the Trustee shall authenticate, and the Bond Registrar shall deliver, in the name of the transferee, one or more new Series 2023 Bonds of the same aggregate principal amount and of the same maturity as the Series 2023 Bond surrendered.

Series 2023 Bonds may be exchanged, at the option of the registered owner, for an equal aggregate principal amount of Series 2023 Bonds of the same maturity of any other Authorized Denominations, upon surrender of those Series 2023 Bonds at the office of the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney.

In all cases in which the privilege of exchanging or transferring Series 2023 Bonds is exercised, the Village shall execute, the Trustee shall authenticate, and the Bond Registrar shall deliver, Series 2023 Bonds in accordance with the provisions of this Indenture. All Series 2023 Bonds surrendered in any exchange or transfer shall be canceled immediately by the Bond Registrar.

For every exchange or registration of transfer of Series 2023 Bonds, the Village or the Bond Registrar may charge a fee sufficient to reimburse it for any tax, fee or other governmental charge, other than one imposed by the Village, required to be paid with respect to that exchange or registration of transfer, and payment of that fee by the person requesting exchange or registration of transfer shall be a condition precedent to that exchange or registration of transfer. No other charge may be made by the Village or the Bond Registrar as a condition precedent to exchange or registration of transfer of any Series 2023 Bond.

The Bond Registrar shall not be required to exchange or register the transfer of any Series 2023 Bond (i) following the close of business on the Record Date preceding any Interest Payment Date on such Series 2023 Bond, (i) after notice calling such Series 2023 Bond for redemption has been sent, or (iii) during a period of 15 days next preceding mailing of a notice of redemption of any Series 2023 Bonds.

The Village, the Trustee, and the Bond Registrar may treat the registered owner of any Series 2023 Bond as its absolute owner, whether or not that Series 2023 Bond is overdue, for the purpose of receiving payment of the principal of or interest on that Series 2023 Bond and for all other purposes, and neither the Village, the Bond Registrar nor the Trustee shall be affected by any notice to the contrary. Payment of the principal of and interest on each Series 2023 Bond shall be made only to its registered owner, and all such payments shall be valid and effective to satisfy the obligation of the Village on that Series 2023 Bond to the extent of the amount paid.

Section 2.10 Book Entry Form; Securities Depository. Upon initial issuance, the Series 2023 Bonds shall be held in book entry only form and registered in the name of Cede & Co., or any successor thereto, as nominee for DTC. A single fully registered Series 2023 Bond for each of the maturities as established in Section 2.4 of this Indenture, registered in the name of Cede & Co., as nominee of DTC, shall be issued and delivered to DTC. The Village and the Trustee are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the securities depository system of DTC, including the Letter of Representations. With respect to Series 2023 Bonds registered in the name of Cede & Co., as nominee of DTC, the Village, the Bond Registrar, and the Trustee shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Series 2023 Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “**Depository Participant**”) or to any person on behalf of whom such a Depository Participant holds an interest in the Series 2023 Bonds (each such person being herein referred to as an “**Indirect Participant**”). Without limiting the immediately preceding sentence, the Village, the Bond Registrar and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to the ownership interest in the Series 2023 Bonds, (b) the delivery to any Depository Participant or any Indirect Participant or any other person, other than a registered owner of a Series 2023 Bond, of any notice with respect to the Series 2023 Bonds, including any notice of redemption or (c) the payment to any Depository Participant or Indirect Participant or any other person, other than a registered owner of a Series 2023 Bond, of any amount with respect to principal of, or interest on, the Series 2023 Bonds. Notwithstanding the foregoing, the Village, the Bond Registrar, and the Trustee shall have those obligations and responsibilities set forth in this Indenture with respect to Beneficial Owners who have provided notice of their beneficial ownership to the Village, the Bond Registrar, and the Trustee as set forth in the definition of Beneficial Owner. While in the securities depository system of DTC, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Series 2023 Bond certificate with respect to any Series 2023 Bond. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Indenture with respect to the payment of interest by wiring funds to the registered owners of Series 2023 Bonds at the close of business on the Record Date

applicable to any interest payment date, the name “Cede & Co.” in this Indenture shall refer to such new nominee of DTC.

In the event that (a) the Trustee determines that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the Letter of Representations shall be terminated for any reason or (c) the Village determines that it is in the best interests of the Beneficial Owners of the Series 2023 Bonds that they be able to obtain certificated Series 2023 Bonds, the Village shall notify DTC of the availability through DTC of Series 2023 Bond certificates and the Series 2023 Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Village may determine that the Series 2023 Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Village or such depository’s agent or designee, and if the Village does not select such alternate securities depository system then the Series 2023 Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Series 2023 Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provisions of this Indenture to the contrary, so long as any Series 2023 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on the Series 2023 Bonds and all notices with respect to the Series 2023 Bonds shall be made and given, respectively, in the manner provided in the Letter of Representations or in accordance with DTC’s rules that are then in effect.

ARTICLE III

ADDITIONAL BONDS

Only the Series 2023 Bonds and bonds issued to refund the Series 2023 Bonds, with the consent of the Bond Insurer will be issued under this Indenture. No additional bonds will be issued that are secured by a pledge of the Special Taxes other than bonds or other obligations issued for the purpose of refunding all or a portion of the Series 2023 Bonds.

ARTICLE IV

REDEMPTION OF SERIES 2023 BONDS

Section 4.1 **Mandatory Sinking Fund Redemption.** The Series 2023 Bonds maturing on March 1 [, 20__][in the years 20__ and 20__] (the “**Term Bonds**”) are also subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund**

Redemption Date”), the Village will redeem the following principal amounts of the Term Bonds:

Term Bonds Maturing March 1, 20
Sinking Fund

Redemption Date (March 1)	Principal Amount To be Redeemed
20 _____	\$ _____
20 _____	_____
20 _____ (Stated Maturity)	_____

Term Bonds Maturing March 1, 20
Sinking Fund

Redemption Date (March 1)	Principal Amount To be Redeemed
20 _____	\$ _____
20 _____	_____
20 _____ (Stated Maturity)	_____

The redemption price of the Term Bonds will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in accordance with Section 4.5 hereof, and the Village will give notice of the redemption in the manner stated in said section. The foregoing mandatory sinking fund requirements are subject to adjustment as described in Sections 4.2, 4.3, and 4.4 hereof.

The Village covenants that it will redeem the Series 2023 Bonds pursuant to the mandatory sinking fund redemption requirements for the Series 2023 Bonds. Proper provision for mandatory redemption having been made, the Village covenants that the Series 2023 Bonds so selected for redemption shall be payable upon redemption and taxes have been levied and will be collected as provided herein and in the Bond Ordinance for such purposes.

Section 4.2 Optional Redemption. The Series 2023 Bonds maturing on and after March 1, 20 _____ are subject to optional redemption prior to maturity at the option of the Village, in whole or in part, on any date on and after March 1, 20 _____, at the redemption price of 100% of the principal amount redeemed, plus accrued and unpaid interest to the date of redemption, without premium.

Any optional redemption of Series 2023 Bonds shall be applied, to the extent possible, to reduce pro rata the amount of Series 2023 Bonds maturing in each year and required to be redeemed by mandatory sinking fund redemption pursuant to Section 4.1 of this Indenture, and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of Series 2023 Bonds as of the date of issuance.

Section 4.3 Mandatory Redemption Upon Condemnation. The Series 2023 Bonds are subject to mandatory redemption on any Interest Payment Date, in part, at the redemption price of 100% of the principal amount to be redeemed, plus accrued and unpaid interest to the date of redemption, without premium, from amounts in the Bond and Interest Fund consisting of the proceeds received by the Village in connection with a condemnation of any of the Special Services or any other property dedicated to, or owned by, the Village within the Special Service Area and allocable to the Series 2023 Bonds as determined by the Administrator and which proceeds are not used by the Village to rebuild the Special Services.

- (b) Any mandatory redemption of the Series 2023 Bonds pursuant to this Section 4.3 shall be applied, to the extent possible, to reduce pro rata the amount of Series 2023 Bonds maturing in each year and required to be redeemed by mandatory sinking fund redemption pursuant to Section 4.1 of this Indenture and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of the Series 2023 Bonds as of the date of issuance.

Section 4.4 Special Mandatory Redemption from Optional Prepayment and Mandatory Prepayment of Special Taxes. The Series 2023 Bonds are also subject to mandatory redemption on any March 1, June 1, September 1, or December 1, in part, from amounts available for disbursement from the Special Redemption Account of the Bond and Interest Fund pursuant to Section 7.1(e) and from amounts transferred from the Special Reserve Fund and the Reserve Fund to the Special Redemption Account pursuant to Section 7.1(e), at the redemption price of 100% of the principal amount redeemed, plus accrued and unpaid interest to the date of redemption, without premium.

- (b) The Series 2023 Bonds are also subject to mandatory redemption on any Interest Payment Date, in whole or in part, at the redemption price of 100% of the principal amount redeemed, plus accrued and unpaid interest to the date of redemption, without premium, in the event of a mandatory prepayment of the Special Taxes upon a reduction in the Maximum Parcel Special Tax such that the annual debt service coverage ratio calculated pursuant to Section VI.G. of the Special Tax Roll and Report is less than 110%, as a result of a change in the expected number of large lot single family lots or small lot single family lots or townhome lots or duplex lots to be built within the Special Service Area as set forth in the final plat or plats of subdivision approved by the Village of any other event that reduces the total of the Maximum Parcel Special Tax such that the annual debt service coverage ratio calculated pursuant to Section VI.G. of the

Special Tax Roll and Report is less than 110%, as described in, and in the amounts set forth in, Section VI.A. of the Special Tax Roll and Report and Exhibit B thereto. The Village, or the Administrator on behalf of the Village, shall notify the Trustee of any such redemption and the amount of Bonds to be redeemed. If required, the Village may adopt a supplemental ordinance to provide for the levy of the Mandatory Special Tax Prepayment.

- (c) Any mandatory redemption of the Series 2023 Bonds pursuant to this Section 4.4 shall be applied, to the extent possible, to reduce pro rata the amount of Series 2023 Bonds maturing in each year and required to be redeemed by mandatory sinking fund redemption pursuant to Section 4.1 of this Indenture and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of the Series 2023 Bonds as of the date of issuance.

Section 4.5 Redemption Provisions; Notice of Redemption. While the Series 2023 Bonds are held in book entry only format and registered in the name of Cede & Co., as nominee name for DTC, if less than all the Series 2023 Bonds of a particular maturity are to be redeemed, then DTC and its direct and indirect participants will select the beneficial owners of the Series 2023 Bonds to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on or after the redemption date and upon surrender of the Series 2023 Bond to the Trustee, the Village will issue one or more new Series 2023 Bonds in the principal amount outstanding after the redemption as provided in Section 2.9 hereof. On any date that the Series 2023 Bonds are held in certificated form, if less than all the Series 2023 Bonds of any maturity are to be redeemed on any redemption date, the Bond Registrar shall assign to each Series 2023 Bond of the maturity to be redeemed a distinctive number for each \$1,000 of principal amount of that Series 2023 Bond. The Bond Registrar shall then select by lot from the numbers so assigned, using such method as it shall deem proper in its discretion, as many numbers as, at \$1,000 per number, shall equal the principal amount of Series 2023 Bonds of that maturity to be redeemed; provided that following any redemption, no Series 2023 Bond shall be outstanding in an amount less than the minimum authorized denomination of \$5,000 except as necessary to effect the mandatory sinking fund redemption of Series 2023 Bonds as provided in Section 4.1 hereof.

Notice of the redemption of any Series 2023 Bonds, which by their terms shall have become subject to redemption, shall be given to the registered owner of each Series 2023 Bond or portion of a Series 2023 Bond called for redemption not less than 20 or more than 60 days before any date established for redemption of Series 2023 Bonds, by the Trustee, on behalf

of the Village, in the manner required by DTC or by first class mail sent to the registered owner's last address, if any, appearing on the Bond Register. All notices of redemption shall include at least the series designation, dated date, maturities of Series 2023 Bonds called for redemption, CUSIP Numbers, the date of redemption, and state that such redemption is subject to the irrevocable deposit of funds sufficient to redeem the Series 2023 Bonds to be redeemed on the redemption date. In the case of a Series 2023 Bond to be redeemed in part only, the notice shall also specify the portion of the principal amount of the Series 2023 Bond to be redeemed. The sending of the notice specified above to the registered owner of any Series 2023 Bond shall be a condition precedent to the redemption of that Series 2023 Bond, provided that any notice which is sent in accordance with this Indenture shall be conclusively presumed to have been duly given whether or not the owner received the notice. The failure to send notice to the owner of any Series 2023 Bond, or any defect in that notice, shall not affect the validity of the redemption of any other Series 2023 Bond for which notice was properly given.

Section 4.6 **Purchase in Lieu of Redemption.** In lieu of redemption as provided in this Article IV, moneys in the Bond and Interest Fund may be used and withdrawn by the Village, subject to the prior written consent of the Bond Insurer, for the purchase of outstanding Series 2023 Bonds, at public or private sale as and when, and at such prices (including brokerage and other charges) as the Village may provide, but in no event may Series 2023 Bonds be purchased at a price in excess of the principal amount of such Series 2023 Bonds, plus interest accrued to the date of purchase which would otherwise be due if such Series 2023 Bonds were to be redeemed in accordance with this Indenture.

ARTICLE V

APPLICATION OF PROCEEDS

Section 5.1 **Application of Proceeds.** The proceeds of the sale of the Series 2023 Bonds in the amount of \$_____ (representing \$_____ principal amount of the Bonds, [plus] [minus] original issue [premium] [discount] of \$_____ and less underwriter's discount of \$_____, there being no accrued interest), shall be applied as follows immediately upon receipt of the purchase price:

- (a) \$_____ shall be deposited into the Escrow Account created pursuant to the Escrow Agreement and applied in accordance with the terms of the Escrow Agreement to be used to refund the outstanding Series 2005 Bonds.
- (b) The amount of \$_____ shall be deposited in the Reserve Fund.
- (c) The amount of \$0 shall be deposited in the Administrative Expense Fund.

- (d) The amount of \$ _____ shall be deposited in the Costs of Issuance Fund.
- (e) The amount of \$ _____ shall be paid to the Bond Insurer, for the premium owed for the Bond Insurance Policy.

All amounts received upon the sale of the Series 2023 Bonds, together with all interest and other investment earnings on those amounts, are appropriated and set aside for the purposes for which the Series 2023 Bonds are being issued as set forth in this Indenture. In addition, (i) of the \$ _____ amount on deposit with the trustee in the Reserve Fund for the Series 2014 Bonds, \$ _____ is being transferred to the Bond and Interest Fund for the Series 2014 Bonds to pay principal and interest due on the Series 2014 Bonds on March 1, 2024, and \$ _____ will be transferred to the Reserve Fund for the Series 2023 Bonds; (ii) all amounts on deposit in the Administrative Expense Fund for the Series 2014 Bonds (\$ _____) shall be transferred to and deposited in the Administrative Expense Fund for the Series 2023 Bonds; and (iii) all amounts on deposit in the Bond and Interest Fund for the Series 2014 Bonds (\$ _____) and any excess investment earnings on the amounts held in the funds and accounts described above shall be transferred to the Bond and Interest Fund for the Series 2023 Bonds to pay first interest coming due. Pursuant to the Bond Ordinance, amounts collected from the 2023 levy of Special Taxes pursuant to the Series 2014 Bond Ordinance shall be deposited, when collected into the Bond and Interest Fund for application in accordance with Section 7.1 hereof.

ARTICLE VI

SECURITY FOR THE SERIES 2023 BONDS

Section 6.1 **Limited Obligations.** The Series 2023 Bonds shall constitute limited obligations of the Village, payable from the Special Taxes and other moneys deposited in the Funds and Accounts established pursuant to Article VII other than the Administrative Expense Fund and the Rebate Fund. The Series 2023 Bonds shall not constitute general obligations of the Village and neither the full faith and credit nor the unlimited taxing power of the Village shall be pledged as security for payment of the Series 2023 Bonds.

Section 6.2 **Levy of Special Tax.** Pursuant to the Bond Ordinance there have been levied Special Taxes upon all taxable real property within the Special Service Area subject to the Special Taxes sufficient to pay and discharge the principal of the Series 2023 Bonds at maturity or mandatory sinking fund redemption dates and to pay interest on the Series 2023 Bonds for each year at the interest rates set forth in Section 2.4 of this Indenture and to pay for the Administrative Expenses of the Village for each year and to fund and replenish the Reserve Fund to an amount equal to the Reserve Requirement and

the Special Reserve Fund to an amount equal to the Special Reserve Fund Requirement.

- (b) The Village Clerk has been directed to file a certified copy of the Bond Ordinance, and an accurate map of the Special Service Area, with the County Clerk of the County. Pursuant to the Special Tax Roll, the Special Taxes shall be divided among all taxable real property within the Special Service Area in accordance with the terms of the Establishing Ordinance and the Special Tax Report. It shall be the duty of the Village and the Village hereby covenants, annually on or before the last Tuesday of December for each of the years 2023 through 2033 to calculate or cause the Administrator to calculate the Special Tax Requirement; to amend the Special Tax Roll pursuant to Section VI E of the Special Tax Report and provide the County tax collector with the amended Special Tax Roll; to adopt an ordinance approving the amount of the current calendar years Special Tax Requirement; and by ordinance direct the County Clerk of Kane County to extend the Special Taxes for collection on the tax books against all of the taxable real property within the Special Service Area subject to the Special Taxes in connection with other taxes levied in each of such years for general Village purposes. In the event the County Clerk refuses to extend the Special Taxes for collection, the Village shall bill and collect the Special Taxes directly. The Special Taxes shall be computed, extended and collected in accordance with the Special Tax Report and the Special Tax Roll, and divided among the taxable real property within the Special Service Area in accordance with the terms of the Establishing Ordinance and the Special Tax Report. The Special Taxes authorized to be levied by the Bond Ordinance shall be abated each year to the extent the taxes levied pursuant to the Bond Ordinance exceed the Special Tax Requirement as calculated by the Village pursuant to the Establishing Ordinance and Special Tax Report. On or before the last Tuesday of January for each of the years 2024 through 2034 the Village shall notify the Trustee and the Bond Insurer of the amount of the Special Tax Requirement and the amount of the Special Taxes to be abated. The Village shall take all actions which shall be necessary to provide for the levy, extension, collection and application of the taxes levied by the Bond Ordinance, including enforcement of such taxes as provided by law.
- (c) Upon receipt by the Trustee of any prepayment of Special Taxes in an amount calculated by the Administrator as being required pursuant to the Special Tax Report to satisfy the lien on a Parcel within the Special Service Area, the Village and the Trustee shall execute a Satisfaction of Tax Lien substantially in the form of Exhibit C hereto, appropriately completed and the Trustee shall file or cause to be filed the Satisfaction of Tax Lien with the Recorder of Deeds of Kane County, Illinois. The Trustee shall deliver a copy of each such Satisfaction of Tax Lien to the property owner of record.

ARTICLE VII

FUNDS AND ACCOUNTS

Section 7.1 **Bond and Interest Fund.** There is hereby created and established with the Trustee a separate and special fund of the Village established exclusively for paying principal of, interest on the Series 2023 Bonds and which shall be designated as “The Special Service Area Number Fifteen Special Tax Refunding Bonds, Bond and Interest Fund. Series 2023” (the “**Bond and Interest Fund**”). When collected, the Special Taxes, including amounts transferred to the Trustee pursuant to Section 5.1 hereof, and the Foreclosure Proceeds, including any interest and penalties collected in connection with such Special Taxes or Foreclosure Proceeds, shall be placed in the Bond and Interest Fund. Moneys deposited in the Bond and Interest Fund and investments of the Bond and Interest Fund shall never be commingled with or loaned to any other funds of the Village. All interest and other investment earnings on the Bond and Interest Fund shall become, when received, a part of the Bond and Interest Fund. The Village shall file with the County a Segregation Order and Authorization Agreement for Automatic Deposits (ACH Credits) directing that the Special Taxes be segregated and remitted directly to the Trustee.

- (b) Amounts deposited in the Bond and Interest Fund are appropriated for and irrevocably pledged to, and shall be used solely for the purpose of, paying the principal of and interest on the Series 2023 Bonds, or for transfers to the Special Reserve Fund, the Reserve Fund or the Administrative Expense Fund as permitted by paragraph (c) of this Section 7.1 and by Section 7.2.
- (c) At any time after September 1 but in no event later than December 1 of each year, the Trustee shall determine the amount needed to pay principal of and interest on the Series 2023 Bonds on the next succeeding Interest Payment Date. After the Trustee has determined that sufficient amounts are on deposit in the Bond and Interest Fund to pay principal of, and interest due on the Series 2023 Bonds on the next succeeding Interest Payment Date, the Trustee shall notify the Village of any excess amounts on deposit in the Bond and Interest Fund, and, at the written direction of the Village, shall transfer an amount from the Bond and Interest Fund to the Administrative Expense Fund which the Village has determined will be adequate, together with other amounts in the Administrative Expense Fund or reasonably expected to be transferred to or deposited in such Fund, to pay all Administrative Expenses during the succeeding calendar year. After making such transfer to the Administrative Expense Fund any excess amounts on deposit in the Bond and Interest Fund shall be transferred to the Reserve Fund to the extent necessary to replenish the

Reserve Fund to the Reserve Requirement. After (i) making such transfer to the Administrative Expense Fund, and (ii) the Reserve Fund has amounts on deposit equal to the Reserve Requirement, any excess amounts on deposit in the Bond and Interest Fund shall be transferred to the Special Reserve Fund to the extent necessary to fund and replenish the Special Reserve Fund to the Special Reserve Fund Requirement. If any excess amounts exist in the Bond and Interest Fund, after making the deposit to the Special Reserve Fund, if any, such excess shall be considered by the Village when determining the amount of Special Taxes to be collected pursuant to Section 6.2(b).

- (d) [Reserved.]
- (e) There is hereby created within the Bond and Interest Fund established with the Trustee a separate account designated the “**Special Redemption Account.**” All prepayments of Special Taxes made in accordance with the Special Tax Report shall be deposited in the Special Redemption Account. Moneys in the Special Redemption Account shall be used exclusively to redeem Series 2023 Bonds pursuant to Section 4.4 or to pay debt service on the Series 2023 Bonds pursuant to this Section 7.1. In the event of any optional prepayment of Special Tax, prior to giving notice of the redemption of Series 2023 Bonds in accordance with Section 4.5 of this Indenture, the Trustee shall transfer from (A) the Special Reserve Fund to the Special Redemption Account an amount (if possible) equal to the Special Reserve Fund Credit, as determined by and upon direction of the Administrator, and (B) the Reserve Fund to the Special Redemption Account an amount equal to the Reserve Fund Credit as determined by and upon the direction of the Administrator. When the amount on deposit in the Special Redemption Account equals \$1,000, such amount shall be used to redeem the Series 2023 Bonds on the next March 1, June 1, September 1 or December 1 in accordance with Section 4.4. On each such March 1, June 1, September 1 or December 1 payment date, the Trustee shall withdraw from the Special Redemption Account and pay to the owners of the Series 2023 Bonds the amounts to redeem the Series 2023 Bonds pursuant to Section 4.4. Notwithstanding the foregoing, any amounts contained in the Special Redemption Account for a continuous period of thirty (30) months and which will not be used to redeem the Series 2023 Bonds on the next March 1, June 1, September 1 or December 1 in accordance with the immediately preceding sentence and Section 4.4 shall be used to pay debt service on the Series 2023 Bonds on the next Interest Payment Date. Any amounts contained in the Special Redemption Account on the final maturity date of the Series 2023 Bonds shall be used to pay outstanding debt service on the Series 2023 Bonds.

Section 7.2 **Reserve Fund.** There is hereby created and established with the Trustee a separate and special fund of the Village which shall be designated as “The Special Service Area Number Fifteen Special

Tax Refunding Bonds, Reserve Fund, Series 2023” (the “**Reserve Fund**”), which must be maintained in an amount equal to the Reserve Requirement. The Reserve Requirement shall be in the amount of \$ _____, as reduced by the amount of any Reserve Fund Credit pursuant to Section 7.1(e). Amounts deposited in the Reserve Fund shall be used solely for the purpose of (i) making transfers to the Bond and Interest Fund without further direction to pay the principal of, including mandatory sinking fund payments, and interest on, all Series 2023 Bonds when due, in the event that moneys in the Bond and Interest Fund are insufficient therefore, (ii) making any transfers to the Bond and Interest Fund if the aggregate balance in the Reserve Fund and the Special Reserve Fund exceeds the amount required to redeem all Series 2023 Bonds then outstanding, (iii) making transfers to the Special Redemption Account pursuant to Section 7.1(e), or (iv) if the amount then on deposit in the Reserve Fund is at least equal to the Reserve Requirement, for transfer in accordance with the next paragraph.

On the Business Day prior to each Interest Payment Date, moneys in the Reserve Fund in excess of the Reserve Requirement shall be transferred by the Trustee from the Reserve Fund to the Bond and Interest Fund to be used for the payment of interest on Series 2023 Bonds on the next following Interest Payment Date.

Section 7.3 Special Reserve Fund and Cost of Issuance Fund.

- (a) There is hereby created and established with the Trustee a separate and special fund of the Village which shall be designated as the “Special Service Area Number Fifteen Special Tax Refunding Bonds, Special Reserve Fund Series 2023” (the “**Special Reserve Fund**”). Special Taxes shall be deposited in the Special Reserve Fund in accordance with Section 7.1(c) until the amounts on deposit in the Special Reserve Fund equal the Special Reserve Fund Requirement. The Village, in consultation with the Administrator, may adjust the Special Reserve Fund Requirement in any year as necessary to fund any Special Reserve Fund Credits due to increased prepayments of the Special Taxes.

Amounts deposited in the Special Reserve Fund shall be used solely for the purpose of (i) making any transfers to the Bond and Interest Fund if the aggregate balance in the Special Reserve Fund and the Reserve Fund exceeds the amount required to redeem all Series 2023 Bonds then outstanding, (ii) for transfer to the Special Redemption Account in an amount equal to the Special Reserve Fund Credit in accordance with the Section 7.1(e), (iii) at the direction of an Authorized Officer for transfer to the Bond and Interest Fund or any other fund established hereunder, or (iv) at the direction of an Authorized Officer for any use permitted by the Special Service Area Act, provided an opinion of bond counsel is delivered to the Trustee to the effect that such use will not violate the Special Service Area Act or adversely affect the tax-exempt status of interest on the Series 2023 Bonds.

Any amounts in the Special Reserve Fund that are used to pay principal of, or interest on, the Series 2023 Bonds shall be treated as Special Taxes paid by the owners of the affected Parcels for purposes of the Defeasance Calculation in accordance with Exhibit B of the Special Tax Report.

Amounts on deposit in the Special Reserve Fund are not pledged to the payment of principal of or interest on the Series 2023 Bonds.

- (b) There is hereby created and established with the Trustee a separate and special fund of the Village which shall be designated as the “Special Service Area Number Fifteen Special Tax Refunding Bond Costs of Issuance Fund, Series 2023” (the “**Costs of Issuance Fund**”). Amounts deposited in the Costs of Issuance Fund shall be used solely for the purpose of paying costs incurred in connection with the issuance of the Series 2023 Bonds and the refunding of the Series 2014 Bonds. Disbursements from the Costs of Issuance Fund shall be made by the Trustee upon receipt of a written request from an Authorized Officer which shall (i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made, that the disbursement is a proper expenditure from the Costs of Issuance Fund, and payment instructions to the Trustee for the amount to be reimbursed; and (ii) certify that no portion of the amount then being requested to be disbursed was set forth in any previous request for disbursement. On the date which is six (6) months after the date of issuance of the Series 2023 Bonds, the Trustee shall transfer all amounts remaining in the Costs of Issuance Fund to the Bond and Interest Fund.

Section 7.4 **Administrative Expense Fund.** There is hereby created and established with the Trustee a separate and special fund of the Village which shall be designated as “The Special Service Area Number Fifteen Special Tax Refunding Bonds, Administrative Expense Fund, Series 2023” (the “**Administrative Expense Fund**”). Amounts in the Administrative Expense Fund shall be withdrawn by the Trustee and paid to the Village or its order upon receipt by the Trustee of a written request from an Authorized Officer stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense, and the nature of such Administrative Expense.

Section 7.5 **Rebate Fund.** There is hereby created and established with the Trustee a separate and special fund of the Village which shall be designated as “The Special Service Area Number Fifteen Special Tax Refunding Bonds, Rebate Fund, Series 2023” (the “**Rebate Fund**”), into which there shall be deposited as directed by Village as necessary investment earnings in the Bond and Interest Fund, the Reserve Fund and the Special Reserve Fund to the extent required so as to maintain the tax exempt status of interest on the

Series 2023 Bonds. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) shall be payable from the Rebate Fund as directed in writing by the Village.

Section 7.6 **Investment of Funds.** Moneys on deposit in Funds and Accounts established hereunder may be invested from time to time in Qualified Investments pursuant to directions from the Village to the Trustee provided that moneys on deposit in the Special Redemption Account shall be invested only in Qualified Investments having a maturity on or prior to the next occurring March 1, June 1, September 1, or December 1. Except as otherwise expressly provided herein, earnings or losses on such investments shall be attributed to the Fund or Account for which the investment was made. In the event that the Trustee does not receive directions from the Village to invest funds held hereunder, the Trustee shall invest such funds in investments described in clause (vii) of Qualified Investments. The Trustee is hereby authorized to execute purchases and sales of Qualified Investments through the facilities of its own trading or capital markets operations or those of any affiliated entity. The Trustee shall send statements to the Village and the Administrator on a monthly basis reflecting activity in the account for the preceding month. Although the Village recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Village hereby agrees that confirmations of Qualified Investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered.

Notwithstanding anything herein to the contrary, at the written direction of the Village the Trustee shall invest amounts on deposit in the (1) Special Redemption Account of the Bond and Interest Fund and (2) the Special Reserve Fund such that the yield on the investment does not exceed the yield on the Series 2023 Bonds. The Reserve Fund shall be invested only in Qualified Investments with maturities not longer than ten (10) years, the average life of which is no longer than five (5) years. Investments on deposit in all funds and accounts established hereunder shall be valued at market value at least quarterly.

ARTICLE VIII

COVENANTS AND AGREEMENTS OF THE VILLAGE

Section 8.1 **Tax Covenants.** The Village covenants with the holders of the Series 2014 Bonds and the Series 2023 Bonds from time to time outstanding that it (i) will take all actions which are necessary to be taken (and avoid any actions which it is necessary to avoid being taken) so that interest on the Series 2023 Bonds and the Series

2014 Bonds will not be or become included in gross income for federal income tax purposes under existing law, including without limitation the Code; (ii) will take all actions reasonably within its power to take which are necessary to be taken (and avoid taking any actions which are reasonably within its power to avoid taking and which are necessary to avoid) so that interest on the Series 2023 Bonds and the Series 2014 Bonds will not be or become included in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time; and (iii) will take no action or permit any action in the investment of the proceeds of the Series 2023 Bonds, proceeds of the Series 2014 Bonds, amounts in the Bond and Interest Fund, the Escrow Account, or any other funds of the Village which would result in making interest on the Series 2023 Bonds or the Series 2014 Bonds subject to federal income taxes by reason of causing the Series 2023 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, or direct or permit any action inconsistent with the regulations under the Code as promulgated and as amended from time to time and as applicable to the Series 2023 Bonds and the Series 2014 Bonds. The Village President, Village Clerk, and Village Treasurer are authorized and directed to take such action as is necessary in order to carry out the issuance and delivery of the Series 2023 Bonds including, without limitation, to make any representations and certifications they deem proper pertaining to the use of the proceeds of the Series 2023 Bonds and moneys in the Funds and Accounts established hereunder and under the Escrow Agreement in order to establish that the Series 2023 Bonds shall not constitute arbitrage bonds as so defined.

- (a) The Village further covenants as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” (the “**Rebate Requirement**”) to the United States:
 - (i) Unless an applicable exception to the Rebate Requirement is available to the Village, the Village will meet the Rebate Requirement.
 - (ii) Relating to applicable exceptions, the Village shall make such elections under the Code as it shall deem reasonable and in the best interests of the Village. If such election may result in a “penalty in lieu of rebate” as provided in the Code, and such penalty is incurred (the “**Penalty**”), then the Village shall pay such Penalty.
 - (iii) The Village shall cause to be established, at such time and in such manner as it shall deem necessary or appropriate hereunder, the Rebate Fund for the Series 2023 Bonds, and the Village shall further, not less frequently than every five years, cause to be

transferred to the Rebate Fund the amount determined to be the accrued liability under the Rebate Requirement or Penalty. The Village shall cause to be paid to the United States, without further order or direction from the Corporate Authorities, from time to time as required, amounts sufficient to meet the Rebate Requirement or to pay the Penalty.

- (iv) Interest earnings in the Bond and Interest Fund, the Special Reserve Fund, and the Reserve Fund are hereby authorized to be transferred, without further order or direction from the Corporate Authorities, from time to time as required, to the Rebate Fund for the purposes herein provided; and proceeds of the Series 2023 Bonds, investment earnings or amounts on deposit in any of the other funds and accounts created hereunder and any other funds of the Village are also hereby authorized to be used to meet the Rebate Requirement or to pay the Penalty, but only if necessary after application of investment earnings as aforesaid and only as appropriated by the Corporate Authorities.

Section 8.2 **Levy and Collection of Taxes.** The Village covenants with the holders of the Series 2023 Bonds from time to time outstanding that:

- (a) it will take all actions, if any, which shall be necessary, in order to further provide for the levy, extension, collection and application of the taxes levied by this Indenture and the Bond Ordinance including enforcement of the Special Taxes as provided by law;
- (b) it will not take any action which would adversely affect the levy, extension, collection and application of the taxes levied by this Indenture and the Bond Ordinance, except to abate those taxes to the extent permitted by this Indenture and the Special Tax Report; and
- (c) it will comply with all requirements of the Special Service Area Act, the Bond Ordinance and other applicable present and future laws concerning the levy, extension and collection of the taxes levied by this Indenture and the Bond Ordinance; in each case so that the Village shall be able to pay the principal of and interest on the Series 2023 Bonds as they come due, fund and replenish the Reserve Fund to the Reserve Requirement and it will take all actions necessary to assure the timely collection of the Special Taxes, including without limitation, the enforcement of any delinquent Special Taxes by providing the County with such information as is deemed necessary to enable the County to include any property subject to a delinquent Special Tax in the County Collector's annual tax sale and, in the event that a tax lien is forfeited at such sale, the commencement and maintenance of an action to foreclose the lien of any delinquent Special Taxes, all in the manner provided by law.

- Section 8.3** **Proper Books and Records.**The Village will keep, or cause the Trustee to keep, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the deposits to and expenditure of amounts disbursed from the Funds and Accounts created hereunder and the Special Tax. Such books of record and accounts shall at all times during business hours be subject to the inspection of the holders of not less than ten percent (10%) of the principal amount of the Series 2023 Bonds then outstanding, or their representatives authorized in writing. The Village, or the Trustee on behalf of the Village, upon written request will mail to the Purchaser any information relating to the Series 2023 Bonds, the Special Service Area or the Special Services, including, but not limited to, the annual audits of the Funds and Accounts established under this Indenture for each and every year.
- Section 8.4** **Against Encumbrances.**The Village has not heretofore made a pledge of, granted a lien or security interest in, or made an assignment or sale of, the Special Taxes that ranks on a parity with or prior to the pledge granted under this Indenture. The Village will not encumber, pledge, or place any charge or lien upon any of the Special Taxes or other amounts pledged to the Series 2023 Bonds superior to, on a parity with, or junior to, the pledge and lien created in this Indenture for the benefit of the Series 2023 Bonds, except as permitted by, or specifically set forth in, this Indenture, including the issuance of refunding bonds.
- Section 8.5** **Continuing Disclosure Agreement.**The Village agrees to execute and deliver the Continuing Disclosure Agreement. In addition, the Village agrees to provide to the Trustee (i) a copy of any reports regarding collection of taxes, delinquencies, tax sales, foreclosures and such other information as is provided by the Administrator to the Village pursuant to Section II of Exhibit A of the Administrative Services Agreement and (ii) a copy of the Village's annual audited financial statements.
- Section 8.6** **Municipal Bond Insurance Policy; Covenants In Favor of Bond Insurer.****[TO BE UPDATED]** [Notwithstanding any other provisions set forth in this Indenture, the provisions of this Section shall govern so long as the Bond Insurance Policy is in effect. The prior written consent of the Bond Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Reserve Fund. Notwithstanding anything to the contrary set forth herein, amounts on deposit in the Reserve Fund shall be applied solely to the payment of debt service due on

the Series 2023 Bonds, including Reserve Fund Credits are as described in Section 7.2 hereof.

- (b) The Bond Insurer shall be deemed to be the sole holder of the Series 2023 Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Series 2023 Bonds insured by it are entitled to take pursuant to this Indenture pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee. In furtherance thereof and as a term of this Indenture and each Series 2023 Bond, the Trustee and each Bondholder appoint the Bond Insurer as their agent and attorney-in-fact and agree that the Bond Insurer may at any time during the continuation of any proceeding by or against the Village under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “**Insolvency Proceeding**”) direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a “**Claim**”), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each Bondholder delegate and assign to the Bond Insurer, to the fullest extent permitted by law, the rights of the Trustee and each Bondholder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the Bondholders shall expressly include mandamus.
- (c) The Bond Insurer shall be a third-party beneficiary under this Indenture.
- (d) Any amendment, supplement, modification to, or waiver of, this Indenture that requires the consent of Bondowners or adversely affects the rights and interests of the Bond Insurer shall be subject to the prior written consent of the Bond Insurer.
- (e) The rights granted to the Bond Insurer under this Indenture to request, consent to or direct any action are rights granted to the Bond Insurer in consideration of its issuance of the Bond Insurance Policy. Any exercise by the Bond Insurer of such rights is merely an exercise of the Bond Insurer’s contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Bondholders and such action does not evidence any position of the Bond Insurer, affirmative or negative, as to whether the consent of the Bondowners or any other person is required in addition to the consent of the Bond Insurer.

- (f) Only (1) cash, (2) non-callable direct obligations of the United States of America (“**Treasuries**”), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Bond Insurer, pre-refunded municipal obligations rated “AAA” and “Aaa” by S&P Global Ratings (“**S&P**”) and Moody’s Investor Service, Inc. (“**Moody’s**”), respectively, or (5) subject to the prior written consent of the Bond Insurer, securities eligible for “AAA” defeasance under then existing criteria of S & P or any combination thereof, shall be used to effect defeasance of the Series 2023 Bonds unless the Bond Insurer otherwise approves.

To accomplish defeasance, the Village shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Bond Insurer (“**Accountant**”) verifying the sufficiency of the escrow established to pay the Series 2023 Bonds in full on the maturity or redemption date (“**Verification**”), (ii) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Bond Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Series 2023 Bonds are no longer “Outstanding” under this Indenture and (iv) a certificate of discharge of the Trustee with respect to the Series 2023 Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Village, Trustee and the Bond Insurer. The Bond Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

Bonds shall be deemed “Outstanding” under this Indenture unless and until they are in fact paid and retired or the above criteria are met.

- (g) Amounts paid by the Bond Insurer under the Bond Insurance Policy shall not be deemed paid for purposes of this Indenture and the Series 2023 Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Village in accordance with this Indenture. This Indenture shall not be discharged unless all amounts due or to become due to the Bond Insurer have been paid in full or duly provided for.
- (h) The Village covenants and agrees to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Trust Estate under applicable law.

- (i) The Trustee covenants and agrees to file all continuation statements as are necessary from time to time to preserve the priority of the pledge of the Trust Estate.
- (j) Claims Upon the Bond Insurance Policy and Payments by and to the Bond Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date (“**Payment Date**”) there is not on deposit with the Trustee, after making all transfers and deposits required under this Indenture, moneys sufficient to pay the principal of and interest on the Series 2023 Bonds due on such Payment Date, the Trustee shall give notice to the Bond Insurer and to its designated agent (if any) (the “**Insurer’s Fiscal Agent**”) by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2023 Bonds due on such Payment Date, the Trustee shall make a claim under the Bond Insurance Policy and give notice to the Bond Insurer and the Bond Insurer’s Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2023 Bonds and the amount required to pay principal of the Series 2023 Bonds, confirmed in writing to the Bond Insurer and the Bond Insurer’s Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Bond Insurance Policy.

The Trustee shall designate any portion of payment of principal on Bonds paid by the Bond Insurer, whether by virtue of mandatory sinking kind redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2023 Bonds registered to the then current Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Bond Insurer, registered in the name of _____, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee’s failure to so designate any payment or issue any replacement Series 2023 Bond shall have no effect on the amount of principal or interest payable by the Village on any Bond or the subrogation rights of the Bond Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Series 2023 Bond. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the Bond Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Bondholders referred to herein as the “**Policy Payments Account**” and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Bond Insurance Policy in trust on behalf of Bondholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Bondholders in the same manner as principal and interest payments are to be made with respect to the Series 2023 Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Village agrees to pay to the Bond Insurer, but solely from Special Taxes and the Trust Estate (i) a sum equal to the total of all amounts paid by the Bond Insurer under the Bond Insurance Policy (the “**Insurer Advances**”); and (ii) interest on such Insurer Advances from the date paid by the Bond Insurer until payment thereof in full, payable to the Bond Insurer at the Late Payment Rate per annum (collectively, the “**Insurer Reimbursement Amounts**”). “**Late Payment Rate**” means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2023 Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Village hereby covenants and agrees that the Bond Insurer Reimbursement Amounts are secured by a lien on and pledge of the Trust Estate and payable from such Trust Estate on a parity with debt service due on the Series 2023 Bonds.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Bond payment date shall promptly be remitted to the Bond Insurer.

- (k) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Series 2023 Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each

obligation of the Village to the Bond Insurer under this Indenture shall survive discharge or termination of this Indenture.

- (l) The Village shall pay or reimburse the Bond Insurer but solely from the Special Taxes and the Trust Estate any and all charges, fees, costs and expenses that the Bond Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security under this Indenture; (ii) the pursuit of any remedies under this Indenture or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Indenture whether or not executed or completed, or (iv) any litigation or other dispute in connection with this Indenture or the transactions contemplated hereby, other than costs resulting from the failure of the Bond Insurer to honor its obligations under the Bond Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Indenture.
- (m) The Bond Insurer shall be entitled to pay principal or interest on the Series 2023 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Village (as such terms are defined in the Bond Insurance Policy) whether or not the Bond Insurer has received a Notice of Nonpayment (as such terms are defined in the Bond Insurance Policy) or a claim upon the Bond Insurance Policy.
- (n) The notice address of the Bond Insurer is: [Assured Guaranty Municipal Corp., 31 West 52nd Street, New York, New York 10019, Attention: Managing Director — Surveillance, Re: Policy No. , Telephone: (212) 826-0100; Telecopier: (212) 339-3556]. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate “URGENT MATERIAL ENCLOSED,”
- (o) The Bond Insurer shall be provided with the following information:
 - (i) The Village shall provide the annual audited financial statements within 180 days after the end of the Village’s fiscal year (together with a certification of the Village that it is not aware of any default or Event of Default under this Indenture), and the Village’s annual budget within 30 days after the approval thereof together with such other information, data or reports as the Bond Insurer shall reasonably request from time to time;
 - (ii) The Trustee shall provide notice of any draw upon the Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Requirement

and (ii) withdrawals in connection with a refunding of Series 2023 Bonds;

- (iii) The Trustee and the Village shall provide notice of any Event of Default known to the Trustee or Village within five Business Days after knowledge thereof;
- (iv) The Trustee shall provide prior notice of the advance refunding or redemption of any of the Series 2023 Bonds, including the principal amount, maturities and CUSIP numbers thereof;
- (v) The Trustee and the Village shall provide notice of the resignation or removal of the Trustee and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;
- (vi) The Village shall provide notice of the commencement of any proceeding by or against the Village commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “**Insolvency Proceeding**”);
- (vii) The Village shall provide notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2023 Bonds;
- (viii) The Village shall provide a full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to this Indenture; and
- (ix) The Trustee and the Village shall provide all reports, notices and correspondence to be delivered to Bondholders under the terms of this Indenture.

In addition, to the extent that the Village has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Series 2023 Bonds, all information furnished pursuant to such agreements shall also be provided to the Bond Insurer, simultaneously with the furnishing of such information.

- (p) The Bond Insurer shall have the right to receive such additional information as it may reasonably request.
- (q) The Village will permit the Bond Insurer to discuss the affairs, finances and accounts of the Village or any information the Bond Insurer may reasonably request regarding the security for the Series 2023 Bonds with appropriate officers of the Village and will use commercially reasonable efforts to enable the Bond Insurer to have access to the facilities, books

and records of the Village on any business day upon reasonable prior notice.

- (r) Notwithstanding satisfaction of the other conditions to the issuance of Additional Bonds set forth in this Indenture, no such issuance may occur (1) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (2) unless the Reserve Fund is fully funded at the Reserve Requirement (including the proposed issue) upon the issuance of such Additional Bonds, in either case unless otherwise permitted by the Bond Insurer.
- (s) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under this Indenture would adversely affect the security for the Series 2023 Bonds or the rights of the Bondholders, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Bond Insurance Policy.
- (t) The Village shall not enter into any contract or take any action by which the rights of the Bond Insurer or security for or sources of payment of the Series 2023 Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Bond Insurer.
- (u) Any interest rate exchange agreement (“**Swap Agreement**”) entered into by the Village shall meet the following conditions: (i) the Swap Agreement must be entered into to manage interest costs related to, or a hedge against (a) assets then held, or (b) debt then outstanding, or (iii) debt reasonably expected to be issued within the next twelve (12) months, and (ii) the Swap Agreement shall not contain any leverage element or multiplier component greater than 1.0x unless there is a matching hedge arrangement which effectively off-sets the exposure from any such element or component. Unless otherwise consented to in writing by the Bond Insurer, any uninsured net settlement, breakage or other termination amount then in effect shall be subordinate to debt service on the Series 2023 Bonds and on any debt on parity with the Series 2023 Bonds. The Village shall not terminate a Swap Agreement unless it demonstrates to the satisfaction of the Bond Insurer prior to the payment of any such termination amount that such payment will not cause the Village to be in default under this Indenture, including but not limited to, any monetary obligations hereunder. All counterparties or guarantors to any Swap Agreement must have a rating of at least “A-” and “A3” by S&P and Moody’s. If the counterparty or guarantor’s rating falls below “A-” or “A3” by either S&P or Moody’s, the counterparty or guarantor shall execute a credit support annex to the Swap Agreement, which credit support annex shall be acceptable to the Bond Insurer. If the counterparty or the guarantor’s long term unsecured rating falls below “Baal” or

“BBB+” by either Moody’s or S&P, a replacement counterparty or guarantor, acceptable to the Bond Insurer, shall be required.]

ARTICLE IX

DEFAULTS AND REMEDIES

Section 9.1 Events of Default. “Events of Default” under this Indenture are as follows:

- (a) Default shall be made by the Village in the payment of the principal of any Series 2023 Bond when and as the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise.
- (b) Default shall be made by the Village in the payment of any installment of interest on any Series 2023 Bond when and as such installment of interest shall become due and payable.
- (c) The Village shall (1) commence a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law, (2) make an assignment for the benefit of its creditors, (3) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (4) be adjudicated a bankrupt or have entered against it any order for relief in respect of any involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law and such order shall continue in effect for a period of 60 days without stay or vacation.
- (d) A court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver of the Village, or of the whole or any substantial part of its property, or approving a petition seeking reorganization of the Village under the Federal bankruptcy laws or any other applicable Federal or state law or statute and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry thereof.
- (e) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Village or of the whole or any substantial part of its property, and such custody or control shall not be terminated or stayed within 60 days from the date of assumption of such custody or control.
- (f) The Village shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Series 2023 Bonds, the Bond Ordinance or in this Indenture on the part of the Village to be performed, and such default shall continue for 30 days after written notice specifying such default and requiring the same to be

remedied shall have been given to the Village by the Trustee (which may give such notice whenever it reasonably determines that such a default exists and shall give such notice at the written request of the holders of not less than 25% in principal amount of the Series 2023 Bonds then outstanding).

Section 9.2 **Remedies.** Upon the occurrence of an Event of Default the Trustee may (with the prior written consent of the Bond Insurer), or upon the written request of the holders of 25% in principal amount of the outstanding Series 2023 Bonds affected by the Event of Default and upon being indemnified as provided in Section 10.2(i) hereof shall, proceed to protect and enforce its rights and the rights of the holders of the Series 2023 Bonds by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for any enforcement of any proper legal or equitable remedy as the Trustee, being advised by counsel, shall deem most effective to protect and enforce the rights aforesaid.

During the continuance of an Event of Default, all moneys received by the Trustee under this Indenture from the Village or from any other source shall be applied by the Trustee in accordance with the terms of Section 9.10 hereof.

Any judgment against the Village shall be enforceable only against the amounts pledged pursuant to this Indenture. There shall not be authorized any deficiency judgment against any assets of, or the general credit of, the Village.

THE SERIES 2023 BONDS SHALL NOT BE SUBJECT TO ACCELERATION UPON THE OCCURRENCE OF AN EVENT OF DEFAULT.

Section 9.3 **Notice of Default.** The Trustee shall, within five Business Days after the Trustee receives notice or obtains knowledge of the occurrence of an Event of Default, mail to the Village, the Bond Insurer, the Bondholders at the address shown on the Bond Register notice of all Events of Default known to the Trustee unless such Events of Default shall have been cured before the giving of such notice.

Section 9.4 **Termination of Proceedings by Trustee.** In case any proceedings taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Village, the Trustee, and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all

rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

Section 9.5 **Right of Bondholders to Control Proceedings.** The holders of a majority in principal amount of the Series 2023 Bonds then outstanding shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder in respect of the Series 2023 Bonds; provided that such direction shall not be otherwise than in accordance with law and the Trustee shall be indemnified to its satisfaction against the costs, expenses and liabilities to be incurred therein or thereby.

Section 9.6 **Right of Bondholders to Institute Suit.** No holder of any of the Series 2023 Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder, or for any other remedy hereunder or on the Series 2023 Bonds unless such holder previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided, and unless also or the holder, or holders, of 25% in principal amount of the outstanding Series 2023 Bonds affected by the Event of Default shall have made written request of the Trustee after the right to exercise such powers, or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its name; and unless, also, there shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture or for any other remedy hereunder; it being understood and intended that no one or more holders of the Series 2023 Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of the outstanding Series 2023 Bonds.

Nothing in this Section 9.6 contained shall, however, affect or impair the right of any Bondholder, which is absolute and unconditional, to enforce the payment of the principal of and interest on the Bondholder's Series 2023 Bonds out of the Bond and Interest Fund, or the

obligation of the Village to pay the same, out of the Bond and Interest Fund, at the time and place in the Series 2023 Bonds expressed.

Section 9.7 **Suits by Trustee.** All rights of action under this Indenture, or under any of the Series 2023 Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Series 2023 Bonds or the production thereof at the trial or other proceeding relative thereto, and any such suit, or proceeding, instituted by the Trustee shall be brought in its name for the ratable benefit of the holders of the Series 2023 Bonds affected by such suit or proceeding, subject to the provisions of this Indenture.

Section 9.8 **Remedies Cumulative.** No remedy herein conferred upon or reserved to the Trustee or to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 9.9 **Waiver of Default.** No delay or omission of the Trustee or of any Bondholder to exercise any right or power shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article IX to the Trustee and the Bondholders, respectively, may be exercised from time to time, and as often as may be deemed expedient.

Section 9.10 **Application of Moneys After Default.** The Village covenants that if an Event of Default shall happen and shall not have been remedied, the Trustee shall apply moneys, securities and funds on deposit in the Funds and Accounts established pursuant to Article VII or received by the Trustee pursuant to any right given or action taken under the provisions of this Section as follows and in the following order:

- (a) To the payment of the reasonable and proper charges, expenses and liabilities of the Trustee, the Bond Registrar and any paying agent, including the reasonable fees and expenses of outside counsel for the Trustee, Bond Registrar and any paying agent and the payment of Administrative Expenses owed to the Village or the Administrator.
- (b) To the payment of the principal and interest then due on the Series 2023 Bonds as follows:
 - (i) first, to the payment to the persons entitled thereto of all interest then due or payable on the Series 2023 Bonds in the order of the maturity of such installments;

- (ii) second, to the payment to the persons entitled thereto of the unpaid installments of principal of any of the Series 2023 Bonds which have become due in the order of the maturity of such installments; and
- (iii) third, to the payment of amounts due and payable to the Bond Insurer not paid pursuant to b(i) and b(ii) above.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this paragraph, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. The deposit of such moneys with the paying agent, or otherwise setting aside such moneys, in trust for the proper purpose, shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the Village, to any Bondholder or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date and of the endorsement to be entered on each Series 2023 Bond on which payment shall be made, and shall not be required to make payment to the holder of any unpaid Series 2023 Bond until such Series 2023 Bond shall be presented to the Trustee for appropriate endorsement, or some other procedure deemed satisfactory by the Trustee.

ARTICLE X

TRUSTEE

Section 10.1 Appointment as Trustee for Bondholders. The Trustee hereunder is hereby constituted and appointed as the trustee of an express trust hereby created for the Bondholders. The further rights and duties of the Trustee are set forth in this Article X.

Section 10.2 Performance of Duties. The Trustee shall perform such duties and only such duties as are specifically set forth in this Indenture, using such care as a corporate trustee ordinarily would use in performing trusts under a corporate indenture or trust or depository agreement.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

- (a) The duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee.
- (b) In the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Trustee conforming to the requirements of this Indenture; but in the case of any such certificate or opinion which by any provision hereof is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not it conforms to the requirements of this Indenture.
- (c) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.
- (d) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of not less than a majority (or such larger percentage as is otherwise specifically required by the terms hereof) in aggregate principal amount of all the Series 2023 Bonds at the time outstanding.
- (e) None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the exercise of any of its rights or powers.
- (f) At any and all reasonable times, upon first providing 48 hours' notice to the Village, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the books, papers and records of the Village pertaining to the Special Services and the Series 2023 Bonds, and to take such memoranda from and in regard thereto as may be desired.
- (g) The Trustee shall not be required to give any bond or surety in respect of the execution of the trusts and powers granted by this Indenture or otherwise in respect of the premises.
- (h) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the withdrawal of any cash or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the

Trustee, reasonably necessary to establish the right of the Village to the withdrawal of any cash or the taking of any other action by the Trustee.

- (i) Before taking any action under Section 9.2, the Trustee may require that a satisfactory indemnity bond or other security satisfactory to it be furnished by the party requesting that the Trustee take such action for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the negligence or willful default of the Trustee in connection with any action so taken.
- (j) All moneys received by the Trustee or any paying agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received.

Section 10.3 Instruments Upon Which Trustee May Rely. Except as otherwise provided in paragraph (b) hereof:

- (a) The Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties;
- (b) Any notice, request, direction, election, order or demand of the Village mentioned herein shall be sufficiently evidenced by an instrument signed in the name of the Village by its Village President or its Village Clerk (unless other evidence in respect thereof be herein specifically prescribed); and any resolution of the Corporate Authorities may be evidenced to the Trustee by a copy thereof certified by the Village Clerk under the Village seal;
- (c) The Trustee may consult with reputable counsel (who may but need not be counsel for the Village) and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel;
- (d) Whenever in the administration of the trusts under this Indenture, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a certificate of the Village; and such certificate of the Village shall, in the absence of negligence or bad faith on the part of the Trustee, be full warranty to the

Trustee for any action taken or suffered by it under the provisions of this Indenture upon the faith thereof.

Section 10.4 Trustee not Responsible for Recitals and Other Matters.The Trustee shall not be responsible in any manner whatsoever for the correctness of the recitals herein or in the Series 2023 Bonds (except the Trustee's certificate of authentication thereon), all of which are made by the Village solely; and the Trustee shall not be responsible or accountable in any manner whatsoever for or with respect to the validity or execution or sufficiency of this Indenture, or of any indenture supplemental hereto, or of the Bond Ordinance or the Series 2023 Bonds, or the sufficiency of the taxes levied to pay the principal of and interest on the Series 2023 Bonds, or for the security afforded hereby or for the validity of any securities at any time held hereunder, and the Trustee makes no representation with respect thereto. The Trustee shall not be accountable for the use or application by the Village of the proceeds of any Series 2023 Bonds authenticated and delivered hereunder, or for the use or application of any moneys paid over by the Trustee in accordance with any provision of this Indenture.

Section 10.5 Trustee May Acquire Series 2023 Bonds.The Trustee and its officers and directors may acquire and hold, or become the pledgee of, Series 2023 Bonds and may otherwise deal with the Village in the manner and to the same extent and with like effect as though it were not Trustee hereunder.

Section 10.6 Qualification of Trustee.There shall at all times be a Trustee hereunder which shall be a corporation organized and doing business under the laws of the United States or any state thereof, authorized under such laws to exercise corporate trust powers, having a combined capital, surplus and undivided profits of at least \$25,000,000, and subject to supervision or examination by federal or state authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus and undivided profits of such corporation shall be deemed to be its combined capital, surplus and undivided profits as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the

provisions of this paragraph, the Trustee shall resign immediately in the manner and with the effect specified in Section 10.7.

Section 10.7 Resignation or Removal of Trustee and Appointment of Successor.

- (a) The Trustee may on any date resign by giving written notice to the Village, the Bond Insurer and the Bondholders by first class mail to the names and addresses shown on the list maintained by the Bond Registrar. Upon receiving such notice of resignation, the Village shall promptly appoint a successor Trustee by an instrument in writing executed by order of the Village. If no successor Trustee shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, or any Bondholder who has been a bona fide holder of a Series 2023 Bond or Series 2023 Bonds for at least six months may, on its own behalf and all others similarly situated, petition any such court for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.
- (b) In case at any time any of the following shall occur:
- (i) The Trustee shall cease to be eligible in accordance with the provisions of Section 10.6 and shall fail to resign after written request therefor by the Village or any Bondholder who has been a bona fide holder of a Series 2023 Bond or Series 2023 Bonds for at least six months, or
- (ii) The Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,
- then, in any such case, the Village may remove the Trustee and appoint a successor Trustee by an instrument in writing executed by order of the Village or any Bondholder may, on its own behalf and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor Trustee.
- (c) The holders of a majority in aggregate principal amount of all the Series 2023 Bonds at the time outstanding may (with the prior written consent of the Bond Insurer), on any date, remove the Trustee and appoint a successor Trustee by an instrument or concurrent instruments in writing

signed by such Bondholders. Such successor Trustee shall be a corporation authorized under applicable laws to exercise corporate trust powers, may be incorporated under the laws of the United States or of any State within the United States. Such successor Trustee shall satisfy the minimum combined capital, surplus and undivided profits requirement set forth in Section 10.6.

- (d) The Village, subject to the approval of the holders of a majority in aggregate principal amount of all the Series 2023 Bonds at the time outstanding and the Bond Insurer, may on any date remove the Trustee and appoint a successor Trustee by an instrument in writing signed by the Village and accompanied by an instrument or concurrent instruments in writing signed by such Bondholders approving such removal and appointment.
- (e) Any resignation or removal of the Trustee and appointment of a successor Trustee pursuant to any of the provisions of this Section 10.7 shall become effective upon acceptance of appointment by the successor Trustee as provided in Section 10.8.

Section 10.8 Concerning the Successor Trustee. Any successor Trustee appointed as provided in Section 10.7 shall execute, acknowledge and deliver to the Village and to its predecessor Trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts hereunder, with like effect as if originally named as Trustee herein; but nevertheless on the written request of the Village or the request of the successor Trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor Trustee, upon the trusts herein expressed, all the rights, powers and trusts of the Trustee so ceasing to act. Upon request of any such successor Trustee, the Village shall execute any and all instruments in writing more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and duties. Any Trustee ceasing to act shall nevertheless be entitled to receive the amounts due it as compensation, reimbursement, expenses and indemnity afforded to it by this Article X.

No successor Trustee shall accept appointment as provided in this Section 10.8 unless at the time of such acceptance such successor Trustee shall be eligible under the provisions of Section 10.6.

Upon the acceptance of appointment by a successor Trustee as provided in this Section 10.8, the Village shall send a copy of such notice to each person whose name appears as

an owner of Series 2023 Bonds on the list maintained by the Bond Registrar. If the Village fails to send such notice within 10 days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be sent at the expense of the Village.

Section 10.9 Reserved.

Section 10.10 Monthly Statements.The Trustee shall provide the Purchaser, the Administrator, and the Village with a monthly statement, commencing _____ 1, 2024, itemizing all moneys received by it and all payments made by it under this Indenture during the preceding monthly period.

The Trustee shall provide to the Purchaser, the Administrator, and the Village, or their designees, such information relating to the Series 2023 Bonds and the Funds and Accounts maintained by the Trustee under this Indenture as the Purchaser and the Village shall reasonably request, including but not limited to monthly statements reporting funds held and transactions by the Trustee described above. The Trustee shall also provide to each Beneficial Owner owning at least \$1,000,000 in aggregate principal amount of the Bonds upon written request the following:

- (a) Copies of all notices given by the Trustee to, or requests for consent requested by the Trustee from, the Bondholders;
- (b) Notices or reports given by the Village to the Trustee pursuant to this Indenture, including items to be delivered pursuant to Section 8.5 of this Indenture;
- (c) Any notice required to be given to the Beneficial Owners under this Indenture;
- (d) Copies of all amendments and supplements to this Indenture; and
- (e) The name, telephone number, and email address of the officer of the Trustee who will provide information required to be delivered pursuant to this Section 10.9, if different than the name, telephone number, and email address set forth in Section 13.2 hereof.

Section 10.11 Merger, Consolidation, or Succession to Business.Any corporation or association into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation or association to which all or substantially all of the corporate trust business of the Trustee may be sold or otherwise

transferred, shall be the successor trustee hereunder without any further act.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 11.1 Supplemental Indentures Not Requiring Consent of Bondholders. The Village by the Corporate Authorities, and the Trustee from time to time and at any time, subject to the conditions and restrictions in this Indenture contained, may pass and accept an indenture or indentures supplemental hereto, which indenture or indentures thereafter shall form a part hereof, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the Village in this Indenture contained, other covenants and agreements thereafter to be observed or to surrender, restrict or limit any right or power herein reserved to or conferred upon the Village;
- (b) To grant to or confer upon the Trustee for the benefit of the owners of the Series 2023 Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners or the Trustee;
- (c) To modify, amend or supplement this Indenture in such manner as to permit, if presented, the qualification of this Indenture under the Trust Indenture Act of 1939 or any similar federal statute then in effect or under any state blue sky law;
- (d) To surrender any right, power or privilege reserved to or conferred upon the Village by the terms of this Indenture, provided that the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Village contained in this Indenture; and
- (e) To issue refunding bonds subject to the limitations set forth in the Special Tax Report and the Establishing Ordinance.

Any supplemental indenture authorized by the provisions of this Section 11.1 may be executed by the Village, by the Corporate Authorities, and by the Trustee without the consent of the registered owners of any of the Series 2023 Bonds at the time outstanding, but only upon receipt of an opinion of bond counsel if requested pursuant to the provisions of Section 11.6, notwithstanding any of the provisions of Section 11.2, but the Trustee shall not be obligated to accept any provision of such supplemental indenture to the extent that it affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 11.2 Supplemental Indentures Requiring Consent of Bondholders. With the consent of the Bond Insurer (evidenced as

provided herein) and the registered owners of not less than a majority in aggregate principal amount of the Series 2023 Bonds at the time outstanding, but only upon receipt of an opinion of bond counsel if requested pursuant to the provisions of Section 11.6, the Village, by the Corporate Authorities may pass, and the Trustee may accept from time to time and at any time an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this indenture or of any supplemental indenture; provided that no such modification or amendment shall extend the maturity or reduce the principal of or the interest rate on or otherwise alter or impair the obligation of the Village to pay the principal, and interest, at the time and place and at the rate and in the currency provided therein of any Series 2023 Bond without the express consent of the Bond Insurer and the registered owner of such Series 2023 Bond or permit the creation of a preference or priority of any Series 2023 Bond or Series 2023 Bonds over any other Series 2023 Bond or Series 2023 Bonds or reduce the percentage of Series 2023 Bonds, respectively, required for the affirmative vote or written consent to an amendment or modification, or deprive the Bond Insurer and the registered owners of the Series 2023 Bonds, respectively, (except as aforesaid) of the right to payment of the Series 2023 Bonds, respectively, from the Special Taxes and the Foreclosure Proceeds without the consent of the registered owners of all the Series 2023 Bonds (as the case may be) then outstanding. Upon receipt by the Trustee of a certified copy of such Indenture and upon the filing with the Trustee of evidence of the consent of the Bond Insurer and the Bondholders as aforesaid, the Trustee shall accept such supplemental indenture, but the Trustee shall not be obligated to accept any provision of such supplemental indenture to the extent that it affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

It shall not be necessary for the consent of the Bondholders under this paragraph to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

[Promptly after the passage by the Village and the acceptance by the Trustee of any supplemental indenture pertaining to the Series 2023 Bonds pursuant to the provisions of this paragraph, the Village shall publish a notice, setting forth in general terms the substance of such supplemental indenture, at least once in a financial newspaper or journal printed in the English language, customarily published on each business day and of general circulation among dealers in municipal securities in the City of New York, New York. If, because of temporary or permanent suspension of the publication or general circulation of any financial newspaper or journal or for any other reason it is impossible or impractical to publish such notice of supplemental indenture in the manner herein provided, then such publication in lieu thereof as

shall be made with the approval of the Trustee shall constitute sufficient publication of notice. Any failure of the Village to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.]

Section 11.3 Supplemental Indenture to Modify this Indenture. Upon the execution of any supplemental indenture pursuant to the provisions of this Article XI, and upon receipt of the opinion of bond counsel if required by the provisions of Section 11.6, this Indenture shall be modified and amended in accordance therewith and the respective rights, duties and obligations under this Indenture of the Village, the Trustee and all registered owners of Series 2023 Bonds, respectively, outstanding thereunder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 11.4 Trustee May Rely Upon Opinion of Counsel Re: Supplemental Indenture. The Trustee may receive an opinion of counsel as conclusive evidence that any supplemental indenture executed pursuant to the provisions of this Article XI complies with the requirements of this Article XI.

Section 11.5 Notation. Series 2023 Bonds authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article XI may bear a notation, in form approved by the Trustee, as to any matter provided for in such supplemental indenture, and if such supplemental indenture shall so provide, new Series 2023 Bonds, so modified as to conform, in the opinion of the Trustee and the Corporate Authorities, to any modification of this Indenture contained in any such supplemental indenture, may be prepared by the Village, authenticated by the Trustee and delivered without cost to the registered owners of the Series 2023 Bonds then outstanding, upon surrender for cancellation of such Series 2023 Bonds in equal aggregate principal amounts.

Section 11.6 Notice of Supplemental Indenture; Opinion of Counsel. Prior to the adoption of a supplemental indenture executed pursuant to the provisions of this Article XI the Trustee shall give written notice by mail to the registered owners of all Series 2023 Bonds Outstanding at the addresses as set forth in the Register of the Series 2023 Bonds held by the Bond Registrar of the substance of the proposed supplemental indenture. If within 10 days of the Trustee's sending of such notice, any registered owner of the Series 2023 Bonds requests that an opinion of bond counsel be delivered to the effect that such supplemental indenture will not

adversely affect the exclusion from gross income of interest on the Series 2023 Bonds for federal income tax purposes, such supplemental indenture shall not become effective until such opinion has been delivered to the Trustee.

ARTICLE XII

DEFEASANCE

Section 12.1 Defeasance.

- (a) If the Village shall pay or cause to be paid, or there shall otherwise be paid, to the Bondholders of all Series 2023 Bonds the principal or redemption price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, then the pledge of the Trust Estate, and all covenants, agreements and other obligations of the Village to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the Village to be prepared and filed with the Village and, upon the request of the Village, shall execute and deliver to the Village all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the Village all moneys or securities held pursuant to this Indenture which are not required for the payment of principal or redemption price, if applicable, of and interest on the Series 2023 Bonds. If the Village shall pay or cause to be paid, or there shall otherwise be paid, to the Bondholders of all Outstanding Series 2023 Bonds of a particular series or maturity within a series the principal or redemption price and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, such Series 2023 Bonds shall cease to be entitled to any lien, benefit or security under this Indenture, and all covenants, agreements and obligations of the Village to the Bondholders of such Series 2023 Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.
- (b) Series 2023 Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit by the Village of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 12.1. In addition, any Outstanding Series 2023 Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 12.1 upon compliance with the provisions of subsection (c) of this Section 12.1.

- (c) Subject to the provisions of subsection (d) of this Section 12.1, any Outstanding Series 2023 Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 12.1 if:
- (i) in case any of said Series 2023 Bonds are to be redeemed on any date prior to their maturity, the Village shall have given to the Trustee irrevocable instructions accepted in writing by the Trustee to give as provided in Section 4.5 notice of redemption of such Series 2023 Bonds on said date;
 - (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient or Defeasance Securities, the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or redemption price, if applicable, and interest due and to become due on said Series 2023 Bonds on or prior to the redemption date or maturity date thereof, as the case may be;
 - (iii) there shall have been delivered a verification report by a verifier acceptable to the Village which shall be in form and substances satisfactory to Village that verifies the sufficiency of the funds and/or securities deposited with the Trustee for the payment, when due, of the principal or redemption price, if applicable, and interest due and to become due on said Series 2023 Bonds on or prior to the redemption date or maturity date thereof, as the case may be;
 - (iv) an opinion of bond counsel shall be rendered to the Village to the effect that all of the requirements of this Indenture for defeasance of the Series 2023 Bonds have been met; and
 - (v) in the event said Series 2023 Bonds do not mature, are not by their terms subject to redemption or, under the plan of refunding applicable thereto, are not to be redeemed, in each case, within the next succeeding ninety (90) days, the Village shall have given the Trustee in form satisfactory to it irrevocable instructions to give, as soon as practicable, by first-class mail, postage prepaid, to the owners of such Series 2023 Bonds at their last addresses appearing on the Bond Register a notice that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section 12.1 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Series 2023 Bonds.

- (d) Anything in this Indenture to the contrary notwithstanding, any moneys held in trust for the payment and discharge of any of the Series 2023 Bonds which remain unclaimed for one year after the date when such Series 2023 Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption shall be repaid to the Village, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged, with respect thereto and the Bondholders shall look only to the Village for the payment of such Bonds; *provided, however*, that before being required to make any such payment to the Village, the Trustee shall, at the expense of the Village, (i) give to the owners of such Bonds as to which any moneys remain unclaimed, by first class mail, postage prepaid, at the last address of such owners appearing on the Bond Register and (ii) cause to be published one time in an Authorized Newspaper, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than thirty (30) days after the date of the publication of such notice, the balance of such moneys then unclaimed will be returned to the Village.
- (e) Upon the payment or defeasance of all outstanding Series 2023 Bonds as provided in this Article XII, and provided no refunding bonds are outstanding which are secured by the Special Taxes, the Trustee and the Village shall execute a Satisfaction of Tax Lien substantially in the form of Exhibit C hereto for all Parcels for which a satisfaction of tax lien has not previously been delivered and the Village shall file or cause to be filed such Satisfaction of Tax Lien with the Recorders of Deeds of Kane County, Illinois.

ARTICLE XIII

MISCELLANEOUS

Section 13.1 Severability. If any provision of this Indenture shall be held or deemed to be illegal, inoperative or unenforceable under applicable law or interpreted in such manner as to be prohibited by or be held invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Indenture.

Section 13.2 Notices. Except as otherwise provided in this Indenture, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or sent by certified mail, postage prepaid, by overnight delivery service, postage prepaid, by email (with confirmation of receipt),

or by facsimile (with confirmation of receipt), addressed as follows:

If to the Village:	Village of Gilberts 87 Galligan Road Gilberts, Illinois 60136 Attention: Village President Telephone: 847-428-2861 Fax: 847-428-2955 Email: _____
If to the Trustee:	Amalgamated Bank of Chicago 30 North LaSalle Street, 38 th Floor Chicago, Illinois 60602 Attention: Corporate Trust Department Telephone: (312) 822-8505 Fax: (312) 267-8783 Email: _____
If to the Purchaser:	Bernardi Securities, Inc. 20 South Clark Street, Suite 2700 Chicago, Illinois 60603 Attention: Robert Vail Telephone: (312) 281-2014 Fax: (312) 726-1431 Email: _____

Section 13.3 Holidays.If any date for the payment of an amount hereunder or the taking of any other action required or permitted to be taken hereunder, is not a Business Day, then such payment shall be due, or such action shall or may be taken, as the case may be, on the first Business Day thereafter with the same force and effect as if done on the nominal date provided in this Indenture.

Section 13.4 Execution of Counterparts.This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.5 Applicable Law.This Indenture shall be governed by and construed in accordance with the internal laws of the State.

Section 13.6 Immunity of Officers, Employees, Elected Officials of Village.No recourse shall be had for the payment of the principal of or interest on any of the Series 2023 Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Indenture or any agreement supplemental hereto,

against any past, present or future president, trustee or other officer, director, member, employee, attorney or agent of the Village, or any incorporator, officer, director, member, trustee, employee or agent of any successor corporation or body politic, as such, either directly or through the Village or any successor corporation or body politic, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officers, directors, trustees, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of any of the Series 2023 Bonds.

IN WITNESS WHEREOF, the Village of Gilberts, Illinois has caused this Indenture to be signed, in its name and on its behalf, by its Village President, its corporate seal to be hereunto affixed, and attested by its Village Clerk, and to evidence its acceptance of the trusts hereby created, Amalgamated Bank of Chicago has caused this Indenture to be signed in its name and on its behalf by its Authorized Officer, its official seal to be hereunto affixed and the same to be attested by its Authorized Officer, all as of the date first written above.

VILLAGE OF GILBERTS, ILLINOIS

By: _____
Village President

[SEAL]
Attest:

By: _____
Village Clerk

AMALGAMATED BANK OF CHICAGO, as
Trustee

By: _____
Authorized Officer

[SEAL]
Attest:

By: _____
Authorized Officer

EXHIBIT A
VILLAGE OF GILBERTS
SPECIAL SERVICE AREA NUMBER FIFTEEN

[Attached]

EXHIBIT B

FORM OF SERIES 2023 BOND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF KANE
VILLAGE OF GILBERTS

Registered

No. R- _____

\$ _____

SPECIAL SERVICE AREA NUMBER FIFTEEN,
SPECIAL TAX REFUNDING BOND, SERIES 2023

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____ %	March 1, 20__	_____, 2023	37546R _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The Village of Gilberts, Kane County, Illinois (the “**Village**”), for value received, promises to pay to the Registered Owner specified above or registered assigns, upon presentation and surrender of this bond at the office of Amalgamated Bank of Chicago, as Trustee (the “**Trustee**”) the Principal Amount of this bond specified above on the Maturity Date specified above and to pay the Registered Owner of this bond interest on that Principal Amount at the Interest Rate per year specified above from the Original Issue Date specified above to the Maturity Date specified above, payable semiannually on each March 1 and September 1, beginning on _____ 1, 2024. Interest shall be computed on the basis of a 360-day year of twelve 30-days months. The principal of, and interest on, this bond is payable in lawful money of the United States of America to the person in whose name this bond is registered on the books of the Bond Registrar (the “**Bond Register**”) at the close of business on the 15th day of the month preceding such interest payment date (the “**Record Date**”). As long as this bond is held in book entry only form and registered to Cede & Co., the nominee name of The Depository Trust Company (“**DTC**”), the principal of, and interest on, this bond is payable when due by wire transfer to DTC or its nominee in accordance with DTC’s rules that are then in effect. If on any date this Bond is registered in certificated form, then interest on this bond shall be payable

on each interest payment date by wire or other electronic money transfer, or by check of the Trustee sent to the Bondholder recorded on the Bond Register. No interest shall accrue on this bond after its Maturity Date unless this bond shall have been presented for payment at maturity and shall not then have been paid.

This bond is one of an authorized issue of bonds in the aggregate principal amount of \$_____. This bond and the issue of which it is a part (together, the “**Series 2023 Bonds**”) are issued pursuant to the provisions of the “**Special Service Area Tax Law**,” 35 ILCS §200/27-5 et seq., as amended, and the provisions of the Local Government Debt Reform Act, 30 ILCS §350/1 et seq., as amended, and the principal of and interest on the Series 2023 Bonds are payable from special taxes designated as Special Taxes (the “**Special Taxes**”) levied on all taxable real property within the Village of Gilberts Special Service Area Number Fifteen (the “**Special Service Area**”) pursuant to a Special Tax Roll.

The Series 2023 Bonds are being issued to effect a current refunding of the Village’s outstanding Special Service Area Number Fifteen, Special Tax Refunding Bonds, Series 2014, dated June 24, 2014 (the “**Prior Bonds**”), funding a deposit to a Reserve Fund, and paying costs of issuance incurred in connection with the issuance of the Series 2023 Bonds and the refunding of the Prior Bonds, all as more fully described in an ordinance adopted by the President and Board of Trustees of the Village on October __, 2023, including a Bond Order executed pursuant thereto (the “**Bond Ordinance**”) and a Trust Indenture dated as of _____ 1, 2023 between the Village and the Trustee (the “**Indenture**”), to all the provisions of which the holder by the acceptance of this bond assents. Terms not otherwise defined herein shall have the meanings ascribed to such terms in the Indenture. The Series 2023 Bonds, together with the interest thereon, are limited obligations of the Village, payable solely from the collection of the Special Taxes and other moneys deposited in certain Funds and Accounts established pursuant to the Indenture. For the prompt payment of the principal of and interest on this bond the Special Taxes are hereby irrevocably pledged. THE SERIES 2023 BONDS DO NOT CONSTITUTE GENERAL OBLIGATIONS OF THE VILLAGE AND NEITHER THE FULL FAITH AND CREDIT NOR THE UNLIMITED TAXING POWER OF THE VILLAGE SHALL BE PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS.

The Series 2023 Bonds maturing on March 1 [, 20__] [in the years 20__ and 20__] (the “**Term Bonds**”) are subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”), the Village will redeem the following principal amounts of the Term Bonds:

<u>Term Bonds Maturing March 1, 20__</u>	
Sinking Fund	
Redemption Date (March 1)	Principal Amount To be Redeemed
_____	_____
20__	\$ _____
20__	_____
20__ (Stated Maturity)	_____

<u>Term Bonds Maturing March 1, 20__</u>	
Sinking Fund	
Redemption Date (March 1)	Principal Amount To be Redeemed
20__	\$ _____
20__	_____
20__ (Stated Maturity)	_____

The redemption price of the Term Bonds will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in accordance with Section 4.5 of the Indenture, and the Village will give notice of the redemption in the manner stated in said section. The foregoing mandatory sinking fund redemptions are subject to adjustment as described in Sections 4.2, 4.3 and 4.4 of the Indenture.

The Series 2023 Bonds maturing on and after March 1, 20__ are also subject to optional redemption prior to maturity at the option of the Village, in whole or in part, on any date on and after March 1, 20__, at the redemption price of 100% of the principal amount redeemed, plus accrued and unpaid interest to the date of redemption, without premium.

Any optional redemption of Series 2023 Bonds shall be applied to the extent possible, to reduce pro rata the amount of Series 2023 Bonds maturing in each year and required to be redeemed by mandatory sinking fund redemption pursuant to the Indenture, and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of Series 2023 Bonds.

Pursuant to Section 4.3 of the Indenture, the Series 2023 Bonds are subject to mandatory redemption on any Interest Payment Date, in part, at the redemption price of 100% of the principal amount redeemed, plus accrued and unpaid interest to the date of redemption, without premium, from amounts in the Bond and Interest Fund consisting of the proceeds received by the Village in connection with a condemnation of any of the Special Services or any other property dedicated to, or owned by, the Village within the Special Service Area and allocable to the Series 2023 Bonds as determined by the Administrator and which proceeds are not used by the Village to rebuild the Special Services.

Any mandatory redemption of the Series 2023 Bonds pursuant to Indenture Section 4.3 shall be applied, to the extent possible, to reduce pro rata the amount of Series 2023 Bonds maturing in each year and required to be redeemed by mandatory sinking fund redemption pursuant to the Indenture and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of the Series 2023 Bonds as of the date of issuance.

Pursuant to Section 4.4 of the Indenture, the Series 2023 Bonds are subject to mandatory redemption on any March 1, June 1, September 1, or December 1, in part, from amounts available for disbursement from the Special Redemption Account of the Bond and Interest Fund pursuant to Indenture Section 7.1(e) and from amounts transferred from the Special Reserve Fund and the Reserve Fund to the Special Redemption Account pursuant to Section

7.1(e) of the Indenture, at the redemption price of 100% of the principal amount redeemed, plus accrued and unpaid interest to the date of redemption, without premium. The Series 2023 Bonds are subject to mandatory redemption on any Interest Payment Date, in whole or in part, at the redemption price of 100% of the principal amount redeemed, plus accrued and unpaid interest to the date of redemption, without premium, in the event of a mandatory prepayment of the Special Taxes upon a reduction in the Maximum Parcel Special Tax such that the annual debt service coverage ratio calculated pursuant to Section VI.G. of the Special Tax Roll and Report is less than 110%, as a result of a change in the expected number of large lot single family lots or small lot single family lots or townhome lots or duplex lots to be built within the Special Service Area as set forth in the final plat or plats of subdivision approved by the Village of any other event that reduces the total of the Maximum Parcel Special Tax such that the annual debt service coverage ratio calculated pursuant to Section VI.G. of the Special Tax Roll and Report is less than 110%, as described in, and in the amounts set forth in, Section VI.A. of the Special Tax Roll and Report and Exhibit B thereto.

Any mandatory redemption of the Series 2023 Bonds pursuant to the Indenture Section 4.4 shall be applied, to the extent possible, to reduce pro rata the amount of Series 2023 Bonds maturing in each year and required to be redeemed by mandatory sinking fund redemption pursuant to the Indenture and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of the Series 2023 Bonds as of the date of issuance.

Except as otherwise provided in Indenture Sections 4.3 and 4.4, while the Series 2023 Bonds are held in book entry only format and registered in the name of Cede & Co., as nominee name for DTC, if less than all the Series 2023 Bonds of a particular maturity are to be redeemed, then DTC and its direct and indirect participants will select the beneficial owners of the Series 2023 Bonds to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on or after the redemption date and upon surrender of the Series 2023 Bond to the Trustee, the Village will issue one or more new Series 2023 Bonds in the principal amount outstanding after the redemption. On any date that the Series 2023 Bonds are held in certificated form, if less than all the Series 2023 Bonds of any maturity are to be redeemed on any redemption date, the Bond Registrar shall assign to each Series 2023 Bond of the maturity to be redeemed a distinctive number for each \$1,000 of principal amount of that Series 2023 Bond. The Bond Registrar shall then select by lot from the numbers so assigned, using such method as it shall deem proper in its discretion, as many numbers as, at \$1,000 per number, shall equal the principal amount of Series 2023 Bonds of that maturity to be redeemed; provided that following any redemption, no Series 2023 Bond shall be outstanding in an amount less than the minimum authorized denomination of \$5,000 except as necessary to effect the mandatory sinking fund redemption of Series 2023 Bonds as provided in the Indenture.

Notice of the redemption of any Series 2023 Bonds, which by their terms shall have become subject to redemption, shall be given to the registered owner of each Series 2023 Bond or portion of a Series 2023 Bond called for redemption not less than 20 or more than 60 days before any date established for redemption of Series 2023 Bonds, by the Trustee, on behalf of the Village, in the manner required by DTC or by first class mail sent to the registered owner's last address, if any, appearing on the Bond Register. All notices of redemption shall include at least the series designation, dated date, maturities of Series 2023 Bonds called for

redemption, CUSIP Numbers, the date of redemption, and state that such redemption is subject to the irrevocable deposit of funds sufficient to redeem the Series 2023 Bonds to be redeemed on the redemption date. In the case of a Series 2023 Bond to be redeemed in part only, the notice shall also specify the portion of the principal amount of the Series 2023 Bond to be redeemed. The sending of the notice specified above to the registered owner of any Series 2023 Bond shall be a condition precedent to the redemption of that Series 2023 Bond, provided that any notice which is sent in accordance with the Indenture shall be conclusively presumed to have been duly given whether or not the owner received the notice. The failure to send notice to the owner of any Series 2023 Bond, or any defect in that notice, shall not affect the validity of the redemption of any other Series 2023 Bond for which notice was properly given.

This bond is negotiable, subject to the following provisions for registration and registration of transfer. The Trustee, in its capacity as Bond Registrar, maintains Bond Register for the registration and registration of transfer of Series 2023 Bonds at its designated office. This bond is fully registered on the Bond Register in the name of its owner, as to both principal and interest, and transfer of this bond may be registered on the Bond Register upon surrender of this bond to the Bond Registrar by the registered owner or his or her attorney duly authorized in writing together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his or her duly authorized attorney. Upon surrender of this bond for registration of transfer, a new bond or bonds in the same aggregate principal amount and of the same maturity, in denominations of \$5,000 or any multiple of \$1,000 in excess thereof up to the principal amount authorized for such maturity (“**Authorized Denominations**”), will be issued to the transferee as provided in the Indenture.

This bond may be exchanged, at the option of the Registered Owner, for an equal aggregate principal amount of bonds of the same maturity of any other Authorized Denominations, upon surrender of this bond at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or his or her duly authorized attorney.

For every exchange or registration of transfer of this bond, the Village or the Bond Registrar may charge a fee sufficient to reimburse it for any tax, fee or other governmental charge, other than one imposed by the Village, required to be paid with respect to that exchange or registration of transfer, and payment of that charge by the person requesting exchange or registration of transfer shall be a condition precedent to that exchange or registration of transfer. No other charge may be made by the Village or the Bond Registrar as a condition precedent to exchange or registration of transfer of this bond.

The Bond Registrar shall not be required to exchange or register the transfer of any Series 2023 Bond (i) following the close of business on the Record Date preceding any interest payment date on such Series 2023 Bond, (ii) after notice calling such Series 2023 Bond for redemption has been sent, of (iii) during a period of 15 days next preceding sending of a notice of redemption of any Series 2023 Bonds.

The Village, the Trustee, and the Bond Registrar may deem and treat the registered owner of this bond as its absolute owner, whether or not this bond is overdue, for the purpose of receiving payment of the principal of or interest on this bond and for all other

purposes, and neither the Village, the Bond Registrar, nor the Trustee shall be affected by any notice to the contrary. Payment of the principal of and interest on this bond shall be made only to the Registered Owner, and all such payments shall be valid and effective to satisfy the obligation of the Village on this bond to the extent of the amount paid.

All conditions which by law must have existed or must have been fulfilled in the issuance of this bond existed and were fulfilled in compliance with law. Provision has been made for the levy, collection, and segregation of the Special Taxes sufficient to pay and discharge the principal of this bond at maturity and to pay interest on this bond as it falls due. The issuance of the Series 2023 Bonds by the Village will not cause the Village to exceed or violate any applicable limitation or condition respecting the issuance of bonds imposed by the law of the State of Illinois or by any Indenture, ordinance or resolution of the Village. The Series 2023 Bonds are issued for purposes for which the Village is authorized by law to issue bonds including but not limited to the refunding of the Prior Bonds, making deposits to a reserve fund, administrative expense fund, and paying costs of the Village in connection with the issuance of the Series 2023 Bonds and the refunding of the Prior Bonds.

This bond shall not be valid for any purpose unless and until the certificate of authentication on this bond shall have been duly executed by the Trustee.

STATEMENT OF INSURANCE

[**TO BE UPDATED**] [_____ (“_____”), has delivered its municipal bond insurance policy (the “**Policy**”) with respect to the scheduled payments due of principal of and interest on this Bond to Amalgamated Bank of Chicago, Chicago, Illinois, or its successor, as paying agent for the Bonds (the “**Paying Agent**”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from _____ or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of _____ as more fully set forth in the Policy.]

IN WITNESS WHEREOF, the Village of Gilberts, Kane County, Illinois, by its President and Board of Trustees, has caused this bond to be executed by the manual or facsimile signature of its Village President and attested by the manual or facsimile signature of its Village Clerk and has caused its corporate seal to be affixed to this bond (or a facsimile of its seal to be printed on this bond), all as of the Original Issue Date specified above.

VILLAGE OF GILBERTS, ILLINOIS

By: _____
Village President

[SEAL]

Attest:

By: _____
Village Clerk

CERTIFICATE OF AUTHENTICATION

Dated: _____, 20__

This bond is one of the Series 2023 Bonds described in the within-mentioned Indenture.

AMALGAMATED BANK OF CHICAGO,
as Trustee

By _____
Authorized Officer

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Trustee, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Trustee. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Bond in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Bond.

EXHIBIT C

This Document was prepared by and after recording return to:
[Insert name and address of Trustee]

(The Above Space For Recorder's Use Only)

SATISFACTION OF TAX LIEN

The undersigned duly elected and acting Village President of the Village of Gilberts, Kane County, Illinois (the "**Village**"), in consideration of the receipt of the sum of \$ _____, hereby acknowledges and certifies that special taxes levied and to be extended in accordance with the Special Tax Roll approved by the Village President and Board of Trustees of the Village pursuant to Ordinance No. 05-35 (the "**Establishing Ordinance**") are paid and the lien of such taxes satisfied with respect to the following lots in the Village's Special Service Area Number Fifteen (the "**SSA**") legally described on Exhibit A attached hereto:

Lot	PIN
-----	-----

The undersigned further certifies that pursuant to Exhibit B of the Special Tax Roll and Report attached to and incorporated in the Establishing Ordinance as Exhibit E (the "**Special Tax Roll and Report**"), as amended by the Addendum dated August 8, 2012 upon payment of the prepayment amount as calculated pursuant to the Special Tax Report, the Special Taxes which were prepaid shall not be levied on the Parcel for which the prepayment was made. Pursuant to Section VI E of the Special Tax Roll and Report, the Village shall amend the Special Tax Roll each calendar year to reflect the Maximum Special Tax.

Dated: _____, 20__.

VILLAGE OF GILBERTS

Approved by: Administrator
MuniCap, Inc.

By: _____

The Trustee hereby acknowledges receipt of the sum of \$ _____.

AMALGAMATED BANK OF CHICAGO, as Trustee

By: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for such County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of the Village of Gilberts, Illinois, whose name is subscribed to the foregoing Satisfaction, appeared before me this day in person and acknowledged that as such officer he signed and delivered the foregoing Satisfaction as such officer of the Village of Gilberts, Illinois, as his free and voluntary act, and as the free and voluntary act and deed of such Village, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of _____, 20__.

Notary Public

EXHIBIT D

CONTINUING DISCLOSURE AGREEMENT

[Attached]

EXHIBIT C

Bond Purchase Agreement

**VILLAGE OF GILBERTS, KANE COUNTY, ILLINOIS
SPECIAL SERVICE AREA NUMBER 15
SPECIAL TAX REFUNDING BONDS, SERIES 2023**

BOND PURCHASE AGREEMENT

_____, 2023

Mr. Brian Bourdeau, Village Administrator
Village of Gilberts
87 Galligan Road
Gilberts, Illinois 60136

Mr. Bourdeau:

The undersigned, Bernardi Securities, Inc., Northfield, Illinois (the “*Underwriter*”), offers to purchase from the Village of Gilberts, Kane County, Illinois (the “*Issuer*”), all (but not less than all) of the Issuer’s \$_____ Special Service Area Number 15 Special Tax Refunding Bonds, Series 2023 (the “*Bonds*”). This offer is made subject to the Issuer’s acceptance of this Bond Purchase Agreement (this “*Agreement*”) on or before 11:59 p.m., Central Daylight or Standard Time, as applicable, on the date hereof. Upon the Issuer’s acceptance of this offer, it will be binding upon the Issuer and upon the Underwriter.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Underwriter hereby agrees to purchase the Bonds from the Issuer, and the Issuer hereby agrees to sell and deliver the Bonds to the Underwriter. *Exhibit A*, which is incorporated by reference into this Agreement, contains a brief description of the Bonds, including certain related terms and provisions, the manner of their issuance, the purchase price to be paid, and the date of delivery and payment therefor (the “*Closing Date*”).

2. (a) The Issuer hereby authorizes and approves an Official Statement to be prepared (the “*Official Statement*”) in substantially the form of the Issuer’s Preliminary Official Statement, dated _____, 2023, relating to the Bonds (the “*Preliminary Official Statement*”) with such changes from the Preliminary Official Statement as the Underwriter and the Issuer shall approve, and will deliver a Bond Ordinance adopted by the Issuer’s Board of Trustees on [October 17, 2023] (the “*Bond Authorization*”), and, as applicable, a related bond order (the “*Bond Order*”), and a Trust Indenture, dated as of _____, 2023 (the “*Indenture*”), between the Issuer and Amalgamated Bank of Chicago as Trustee, satisfactory in form and substance to the Underwriter. The Underwriter is authorized by the Issuer to use these documents and the information contained in them in connection with the offering and sale of the Bonds. The Issuer has heretofore deemed, or as applicable, hereby ratifies,

the Preliminary Official Statement to be “final” as of its date for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (“*Rule 15c2-12*”). The Issuer hereby agrees to provide to the Underwriter within seven business days after the date hereof the Official Statement (i) in “designated electronic format” (as defined in Rule G-32 of the Municipal Securities Rulemaking Board (the “*MSRB*”)) and (ii) in such quantities as the Underwriter may request to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 and Rule G-32 of the MSRB.

(b) The Issuer hereby covenants and agrees to enter into a written agreement or contract, constituting an undertaking (the “*Continuing Disclosure Agreement*”) to provide ongoing disclosure about the Issuer, for the benefit of registered owners and beneficial owners of the Bonds on or before the Closing Date as required under paragraph (b)(5) of Rule 15c2-12, as applicable. The Continuing Disclosure Agreement shall be as described in the Preliminary Official Statement, with such changes as may be agreed to in writing by the Underwriter. Except as described in the Official Statement, the Issuer has not failed to comply in all material respects with each and every undertaking previously entered into by it pursuant to Rule 15c2-12 during the five years prior to the date of the Official Statement.

3. The Issuer represents and covenants to the Underwriter that:

(a) The Issuer has and will have on the Closing Date the power and authority to enter into and perform this Agreement, and related agreements, certificates and instruments, including but not limited to, as applicable, arbitrage and rebate, fiscal arrangements (including escrows) to be delivered on the Closing Date (as applicable, collectively, the “*Related Agreements*”) to adopt the Bond Authorization for the purposes therein specified and to deliver and sell the Bonds to the Underwriter;

(b) this Agreement, the Indenture, the Related Agreements, and the Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, order or agreement to which the Issuer is subject or by which it is bound;

(c) no governmental approval or authorization other than the Bond Authorization is required in connection with the sale of the Bonds to the Underwriter;

(d) this Agreement is, and this Agreement, the Indenture, the Related Agreements, and the Bonds will be on the Closing Date, the legal, valid and binding obligation of the Issuer enforceable in accordance with its respective terms, subject only to applicable bankruptcy, insolvency or other similar laws generally affecting creditors’ rights and subject to the exercise of judicial discretion;

(e) the information in the Preliminary Official Statement (except as changed by the Official Statement) was, and in the Official Statement is, true and correct in all material respects and did not and does not omit any statement or information required to be stated therein or which is necessary to make the statements and information contained therein not misleading in any material respect;

(f) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer or affecting the corporate existence of the Issuer, the titles of its officers

to their respective offices or the boundaries of the Issuer, or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or in any way contesting or affecting the transactions contemplated hereby or the validity or enforceability of the Bonds, the Bond Authorization, the Indenture, the Related Agreements, or this Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Bond Authorization or the execution and the delivery of this Agreement or the Related Agreements;

(g) the Issuer is not in breach of or in default under any existing law, court or administrative regulation, decree or order, resolution, ordinance, agreement, indenture, mortgage, lease, sublease or other instrument to which the Issuer is a party or by which the Issuer or its property is or may be bound, and no event has occurred or is continuing that, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder, in either case, in any manner or to any extent that could have a material adverse effect on the financial condition of the Issuer, the operations of the Issuer or the transactions contemplated by this Agreement and the Official Statement, or have an adverse effect on the validity or enforceability in accordance with the respective terms of the Bonds, the sources of payment for the Bonds, the Related Agreements or the Bond Authorization or in any way adversely affect the existence or powers of the Issuer or the excludability from gross income for federal income tax purposes of interest on the Bonds;

(h) the Issuer's audited general purpose financial statements as of and for the end of the last completed fiscal year is a fair presentation of the financial position of the Issuer as of the date indicated and the results of its operations and changes in its fund balances for the periods specified. Since the date of the end of the Issuer's last fiscal year, there has been no material adverse change in the condition, financial or otherwise, of the Issuer from that set forth in the audited financial statements as of and for the period as of the end of the last completed fiscal year, except as disclosed in the Official Statement; and the Issuer has not since as of the end of the last completed fiscal year, incurred any material liabilities, directly or indirectly, except in the ordinary course of its operations or as disclosed in the Official Statement;

(i) the Issuer will not take or omit to take any action that will in any way cause the proceeds from the sale of the Bonds to be applied or results in such proceeds being applied in a manner other than as provided in the Bond Authorization, the Indenture, the Related Agreements, and the Issuer's related closing certificates and documents;

(j) each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Underwriter in connection with the transactions contemplated by the Bond Authorization, the Indenture, the Related Agreements, and this Agreement, on the Closing Date, shall constitute a representation, warranty or agreement by the Issuer upon which the Underwriter shall be entitled to rely; and

(k) if between the date of this Agreement and 25 days following the "end of the underwriting period" (as defined in Rule 15c2-12) any event shall occur which, in the Issuer's opinion, might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter; any approval by the Underwriter

of such supplement or amendment to the Official Statement prior to the Closing Date shall not preclude the Underwriter from thereafter terminating this Agreement, and if the Official Statement is amended or supplemented subsequent to the date hereof, the Underwriter may terminate this Agreement by notification to the Issuer at any time prior to the Closing Date if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Bonds.

4. Establishment of Issue Price:

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer on the Closing Date an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer, and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) [Except as otherwise set forth in Exhibit A attached hereto,] [The]/[the] Issuer will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or Bond Counsel.] For purposes of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) [The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(a) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

(d) The Underwriter confirms that:

(b) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(1) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (2) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter;

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and

I to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this sec:

(c) (i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Agreement by all parties.

5. On the Closing Date, the Issuer will deliver or make available to the Underwriter:
- (a) The Bonds, in definitive or DTC acceptable form, as applicable, duly executed and bearing proper CUSIP numbers, as applicable;
 - (b) A certificate executed by authorized officers of the Issuer, in form and substance acceptable to the Underwriter, to the effect that the Official Statement, to the knowledge and belief of such officers, after due review, is accurate and complete in all material respects, and that the representations of the Issuer contained in this Agreement and the Bond Authorization are true and correct when made and as of the Closing Date;
 - (c) The approving opinion of Bond Counsel, in a form satisfactory to the Underwriter and described or referenced in the Official Statement, dated the Closing Date, relating to the legality and tax-exempt status of interest on the Bonds;
 - (d) A certificate indicating that there is no proceeding contesting the legality of the Bonds, the Bond Authorization, the payment source(s) for the Bonds or the proceedings pursuant to which the Bond Authorization was authorized;
 - (e) A certificate, satisfactory to the Underwriter, of an appropriate officer of the Issuer, dated as of the Closing Date, to the effect that the Issuer has not failed to comply in all material respects with each and every undertaking previously entered into by it pursuant to Rule 15c2-12 during the five years prior to the date of the Official Statement, except as described in the Official Statement;
 - (f) A fully executed copy of the Indenture, to the extent required by the Underwriter and described in the Official Statement;
 - (g) A fully executed copy of the Continuing Disclosure Agreement, to the extent required by the Underwriter and described in the Official Statement;
 - (h) Certified copies of the Bond Authorization and, as applicable, fully executed copy of the Bond Order;
 - (i) Evidence satisfactory to the Underwriter that an applicable bond insurance policy (the “*Insurance Policy*”) with respect to the Bonds, issued by a bond insurer (the “*Bond Insurer*”), if any, as described in the Official Statement, is in full force and effect and all conditions precedent to the issuance thereof have been satisfied and all premiums due and payable thereon on the Closing Date have been paid, and a certificate from the Bond Insurer and an opinion from counsel to the Bond Insurer with respect to the valid issuance and effectiveness of the Insurance Policy and to the accuracy and completeness of the Official Statement as to the Bond Insurer and the Insurance Policy, if there is to be no Bond Insurer or Insurance Policy, reference herein thereto shall be given no effect; and
 - (j) Such additional certificates, instruments and other documents (including, without limitation, those set forth on Exhibit A hereto) as the Underwriter may deem necessary with

respect to the issuance and sale of the Bonds, all in form and substance satisfactory to the Underwriter, if any, as described in the Official Statement; and

(k) a fully executed copy of each Related Agreement, if any.

6. The fees and disbursements of counsel to the Issuer, the Issuer's Counsel and Bond Counsel, and other applicable counsel, such as disclosure counsel or Underwriter's counsel, the cost of preparing and printing the Bonds, the cost of obtaining any ratings in connection with the issuance of the Bonds, including rating agency fees, the fees of the bond registrar and paying agent for the Bonds, the fees of any other fiscal agent, the cost of printing and mailing the Preliminary Official Statement and the Official Statement and miscellaneous expenses incurred in connection with the offering and delivery of the Bonds shall all be the obligation of the Issuer, which the Underwriter is authorized to pay (but not required to pay) out of proceeds of the Bonds, with a credit against the purchase price for the Bonds for such payment.

The obligation of the Issuer to pay the above-described expenses shall, to the extent lawful, survive the termination of this Agreement or the failure to consummate the transactions described herein.

7. This Agreement is intended to benefit only the parties hereto, and the Issuer's representations and warranties shall survive any investigation made by or for the Underwriter, delivery and payment for the Bonds and the termination of this Agreement.

The rules of the MSRB require the Underwriter to inform the Issuer that compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause the Underwriter to recommend a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

8. The Issuer acknowledges and agrees that, and hereby confirms that it has previously received, reviewed and understands disclosures from the Underwriter to the effect that: (i) the Underwriter is acting solely as an underwriter for this transaction; (ii) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter with a view to distribute the Bonds; (iii) the Underwriter is required by MSRB Rule G-17 to deal fairly at all times with both the Issuer and the investors purchasing the Bonds, and the Underwriter's duty to purchase the Bonds from the Issuer at fair and reasonable prices is balanced with its duty to sell the Bonds to investors at fair and reasonable prices; (iv) the Underwriter has reviewed the Issuer's Official Statement for the Issuer's securities in accordance with, and as part of, its responsibilities to investors under federal securities laws, as applied to the facts and circumstances of this transaction; (v) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent, financial advisor or a fiduciary of the Issuer; (vi) the Underwriter has financial interests and other interests that may differ from the Issuer; (vii) the Underwriter has not assumed a fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has assisted or is currently assisting the Issuer on other matters) or any other obligation to the Issuer, except the obligations expressly set forth in this Agreement; (viii) the Issuer has consulted with its own legal, financial and other advisors to the extent it deemed appropriate in connection with the

issuance of the Bonds and the process leading thereto, and at all times was and is free to engage the services of a financial advisor; and (ix) the Issuer will not claim that the Underwriter has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Issuer, in connection with the purchase and sale of the Bonds or the process leading thereto.

The Issuer has not requested and does not request a dedicated retail order period.

9. (a) The Issuer acknowledges and understands that: (i) its obligation to pay principal and interest on the Bonds will require the Issuer to make these payments no matter what budget constraints the Issuer encounters; and (ii) to the extent that the Issuer agrees in the Bond Authorization to rate covenants, additional bond tests or other financial covenants, these may constrain the Issuer's ability to operate and to issue additional debt and, if the Issuer does not comply with these covenants, they can result in a failure to perform with respect to the Bonds and the Bond Authorization.

(b) The Issuer further acknowledges and understands that: (i) if the Bonds are issued as tax-exempt or tax-advantaged obligations, the Issuer is and will be required to comply with various requirements and restrictions of federal tax law relating to how it uses and invests the proceeds of the Bonds, how it uses any facilities constructed or improved with proceeds of the Bonds and other restrictions throughout the term of the Bonds; (ii) these requirements and restrictions may constrain how the Issuer operates the financed facilities and may preclude it from capitalizing on certain opportunities; (iii) violation of these requirements and restrictions can result in a loss of the tax-exempt or tax-advantaged status of the Bonds, and may cause the Issuer to become liable to the Internal Revenue Service (the "IRS") and to the owners of the Bonds; and (iv) in the event of an audit of the Bonds by the IRS, obtaining an independent review of IRS positions with which the Issuer legitimately disagrees is difficult and may not be practicable.

10. The Underwriter shall have the right to cancel its obligation to purchase the Bonds if, between the date of this Agreement and the Closing Date, the market price or marketability of the Bonds shall be materially adversely affected, in the sole judgment of the Underwriter, by the occurrence of any of the following:

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the IRS or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the IRS or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein;

(b) legislation introduced in or enacted (or resolution or ordinance passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Bond Authorization is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) any state blue sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange or other national securities exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(f) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the Issuer, its property, income securities (or interest thereon) or the validity or enforceability of the assessments or the levy of taxes or application of other funds under the Bond Authorization to pay principal of and interest on the Bonds;

(g) any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer;

(i) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise;

(j) any fact or event shall exist or have existed that, in the judgment of the Underwriter, requires or has required an amendment of or supplement to the Official Statement;

(k) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the Issuer's obligations or any rating of the Bond Insurer; and

(l) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

11. This Agreement shall constitute the entire agreement between the Issuer and the Underwriter with respect to the purchase and sale of the Bonds, and is made solely for the benefit of the Issuer, the Underwriter and their any successors. No other person shall acquire or have any right hereunder or by virtue hereof. All the representations and agreements in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf the Underwriter, (ii) delivery of and payment for the Bonds hereunder, and (iii) any termination of this Agreement. This Agreement shall be amended, supplemented or modified only by a writing signed by both of the parties.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

[Signature Page Follows]

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Very truly yours,

BERNARDI SECURITIES, INC.,
NORTHFIELD, ILLINOIS

By _____
Its _____

Accepted on behalf of

VILLAGE OF GILBERTS
KANE COUNTY, ILLINOIS

By _____
Its _____

BERNARDISECURITIES

MUNICIPAL BOND SPECIALISTS

EXHIBIT A

DESCRIPTION OF BONDS

a. PURCHASE PRICE: \$_____ (representing the \$_____ aggregate principal amount of the Bonds, plus net original issue premium of \$_____, or less \$_____ of original issue discount and less an underwriting discount of \$_____, and with a further credit for issuance costs under Section 6).

b. DETAILS: The Bonds shall be issued in an aggregate principal amount of \$_____, shall be dated the Closing Date, and shall become due and payable on March 1 of the years, in the amounts, bearing interest at the rates per annum and reoffered at the yields per annum as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>	<u>YIELD</u>	<u>PRICE</u>	<u>General Rule Maturities (10% Sold at Initial Offering Price)</u>	<u>Hold-the- Offering-Price- Rule Maturities</u>
2025	\$_____	_____ %	_____ %	_____ %	yes/no	yes/no
2026	\$_____	_____ %	_____ %	_____ %	yes/no	yes/no
2027	\$_____	_____ %	_____ %	_____ %	yes/no	yes/no
2028	\$_____	_____ %	_____ %	_____ %	yes/no	yes/no
2029	\$_____	_____ %	_____ %	_____ %	yes/no	yes/no
2030	\$_____	_____ %	_____ %	_____ %	yes/no	yes/no
2031	\$_____	_____ %	_____ %	_____ %	yes/no	yes/no
2032	\$_____	_____ %	_____ %	_____ %	yes/no	yes/no
2033	\$_____	_____ %	_____ %	_____ %	yes/no	yes/no
2034	\$_____	_____ %	_____ %	_____ %	yes/no	yes/no
2035	\$_____	_____ %	_____ %	_____ %	yes/no	yes/no

[Term Bonds, as applicable.]

(1) Term Bond due _____ is subject to mandatory sinking fund redemption as follows:

\$_____ due in 20__ \$_____ due in 20__ \$_____ due in 20__

The first interest payment date on the Bonds shall be March 1, _____.

c. FORM: The Bonds shall be delivered in the form of a separate, single, fully-registered Bond certificate for each of the maturities set forth above, and each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), all as provided in the Indenture. The Bonds shall be available at such place as is designated by the Underwriter in New York, New York, or such other place as the Underwriter and the Issuer agree upon, for examination and packaging by the Underwriter at least 24 hours prior to the Closing Date

and at least one business date prior to the Closing Date shall be delivered to the Underwriter through the facilities of DTC or the Trustee in its capacity as a FAST agent for DTC.

d. REDEMPTION: The Bonds due March 1, ____ - ____, inclusive, are not subject to optional redemption. The Bonds due March 1, ____ - ____, inclusive, are callable in whole or in part on any date on and after March 1, ____, at a price of par and accrued interest. If less than all the Bonds are called, they shall be redeemed in such principal amounts and from such maturities as determined by the Issuer and within any maturity by lot.

e. CLOSING DATE: _____, 2023, or such other date agreed to by the Issuer and the Underwriter.

f. DELIVERY: Delivery and payment shall be made through the offices of Bond Counsel, or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter.

g. ADDITIONAL CLOSING AND OTHER DOCUMENTS:

1. A copy of the executed Information Return for Tax-Exempt Governmental Obligations, Form 8038-G.
2. The Issuer's letter of representations to DTC.
3. As applicable: evidence satisfactory to the Underwriter that the Bonds have the ratings(s) set forth on the cover page of the Official Statement.
4. Status as "*qualified tax-exemption obligations*" ("*bank qualified*"), if applicable, as set forth in the Official Statement.
5. Taxable/tax-exempt status, as set forth in the Official Statement.

EXHIBIT B

**\$(PRINCIPAL AMOUNT)
[BOND CAPTION]**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Bernardi Securities, Inc., Northfield, Illinois (“*Bernardi*” and the “*Underwriter*”), on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the “*Bernardi Group*” and the “*Underwriters*”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “*Bonds*”).

Select appropriate provisions below:

1. Sale of the Bonds (Option 1)⁽¹⁾

(All Maturities) As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

Sale of General Rule Maturities (Option 2)⁽²⁾

(Select Maturities) As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. Initial Offering Price of the [Bonds][Hold-the-Offering-Price-Rule Maturities].

(a) (All Maturities) (Option 3)⁽³⁾ The Underwriter[s] offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the “*Initial Offering Prices*”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(a) (Select Maturities) (Option 2) The Underwriter[s] offered the Hold-the-Offering-Price-Rule Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “*Initial Offering Prices*”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) (All Maturities) As set forth in the Agreement, the Underwriter[s] [has][have] agreed in writing that, (i) for each Maturity of the Bonds, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “*hold-the-offering-price rule*”), and (ii) any selling group agreement shall contain the agreement of each dealer is a member of the selling group, and any retail distribution agreement shall contain

BERNARDISECURITIES

MUNICIPAL BOND SPECIALISTS

the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

(b) (Select Maturities) (Option 2) As set forth in the Agreement, the Underwriter[s] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “*hold-the-offering-price rule*”), and (ii) any selling group agreement shall contain the agreement of each dealer is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

Editing Footnotes

- (1) If Option 1 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.
- (2) If Option 2 is used, delete Option 1 of paragraph 1 and use each Option 2 in paragraphs 2(a) and (b).
- (3) If Option 3 is used, delete all of paragraph 1 and renumber paragraphs accordingly.

3. ***Defined Terms.***

[(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “*General Rule Maturities*”]

[(b) *Hold-the-Offering-Price-Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “*Hold-the-Offering-Price Maturities*”.]

[(c) *Holding Period* means, with respect to a Hold-the-Offering-Price-Rule Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter(s) [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means [DESCRIBE ISSUER].

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The

BERNARDI SECURITIES

M U N I C I P A L B O N D S P E C I A L I S T S

term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].

(h) *Underwriter* means (i) [Bernardi], [the Bernardi Group] and any other person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Bernardi’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the [Tax Certificate] and with respect to compliance with the federal income tax rules affecting the Bonds, and by [BOND COUNSEL] in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

BERNARDI SECURITIES, INC.

By: _____

Name: _____

Dated: [ISSUE DATE]

BERNARDISECURITIES

MUNICIPAL BOND SPECIALISTS

SCHEDULE A

SALE PRICES OF THE ACTUALLY SOLD MATURITIES AND INITIAL OFFERING PRICES OF THE OFFERED MATURITIES

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>	<u>YIELD</u>	<u>PRICE</u>	<u>General Rule Maturities (10% Sold at Initial Offering Price)</u>	<u>Hold-the- Offering-Price- Rule Maturities</u>
2025	\$ _____	_____ %	_____ %	_____ %	yes/no	yes/no
2026	\$ _____	_____ %	_____ %	_____ %	yes/no	yes/no
2027	\$ _____	_____ %	_____ %	_____ %	yes/no	yes/no
2028	\$ _____	_____ %	_____ %	_____ %	yes/no	yes/no
2029	\$ _____	_____ %	_____ %	_____ %	yes/no	yes/no
2030	\$ _____	_____ %	_____ %	_____ %	yes/no	yes/no
2031	\$ _____	_____ %	_____ %	_____ %	yes/no	yes/no
2032	\$ _____	_____ %	_____ %	_____ %	yes/no	yes/no
2033	\$ _____	_____ %	_____ %	_____ %	yes/no	yes/no
2034	\$ _____	_____ %	_____ %	_____ %	yes/no	yes/no
2035	\$ _____	_____ %	_____ %	_____ %	yes/no	yes/no

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION |

EXHIBIT D

Preliminary Official Statement

NOTICE TO INVESTORS

This Official Statement is being furnished by the Village of Gilbert, Kane County, Illinois (the “Village”) solely for the purpose of each investor’s consideration of the purchase of the Bonds described herein, and is not to be used for any other purpose or made available to anyone not directly concerned with the decision regarding such purchase.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person, in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale in such jurisdiction.

No dealer, broker, salesman or other person has been authorized by the Village or Bernardi Securities, Inc., Northfield, Illinois (the “Underwriter”) to give any information or to make any representation other than as contained in this Official Statement in connection with the offering described herein, and, if given or made, such information or representation must not be relied upon as having been authorized. Certain information contained herein has been obtained from the Village, DTC, and other sources which are believed by the Underwriter to be reliable, but it is not guaranteed as to accuracy or completeness. In accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction, the Underwriter has reviewed the information in this Official Statement, but does not guarantee the accuracy or completeness of such information. Neither the delivery of this Official Statement nor the sale of any of the Bonds shall imply that the information herein is correct as of any time subsequent to the date hereof.

This Official Statement should be considered in its entirety and no one factor should be considered more or less important than any other by reason of its position in this Official Statement. Where statutes, reports, agreements or other documents are referred to herein, reference should be made to such statutes, reports, agreements or other documents for more complete information regarding the rights and obligations of parties thereto, facts and opinions contained therein and the subject matter thereof.

References to web site addresses presented in this Official Statement are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement.

THE BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE BOND ORDINANCE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF LAW OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF.

██████ makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, ██████ has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding ██████ supplied by ██████ and presented under the heading “**BOND INSURANCE**” and APPENDIX B.

TABLE OF CONTENTS

BOND ISSUE SUMMARY	1
VILLAGE OF GILBERTS	2
INTRODUCTORY STATEMENT	3
THE BONDS	4
General Description of the Bonds	4
Redemption	5
Mandatory Sinking Fund	5
Optional Prepayments of Special Tax	7
Additional Bonds	7
Book-Entry-Only System	7
BOND INSURANCE	9
Bond Insurance Policy	9
Insurance	9
PLAN OF FINANCE	10
General	10
Refunding of Series 2014 Bonds	10
SOURCES AND USES OF FUNDS	11
DEBT SERVICE REQUIREMENTS	11
SECURITY AND SOURCE OF PAYMENT FOR THE BONDS	12
General	12
The Special Tax	12
Segregation of the Special Tax	13
Pledged Funds	13
THE RESERVE FUND POLICY	15
Non-Pledged Funds	15
Investment of Funds	16
Security for the Bonds	17
Covenants of the Village	17
Enforcement of Payment of Special Taxes	18
Tax Sales and Foreclosures	19
THE SPECIAL SERVICE AREA AND SPECIAL TAX	20
The Act	20
Establishment of the Area	20
Boundaries of the Area	21
Levy, Abatement and Collection of Special Tax	21
Special Service Area Special Tax Report	22
Maximum Special Tax	23
Administrative Services	23
Value-to-Lien Ratio of Special Service Area Property	23
Tax Assessment and Collection Procedures	24
Property Tax Rate for Proceeds within Special Service Area	24
History of Special Tax Payments	25
THE VILLAGE	27
General	27
Village Organization and Administration	27
Community Services	27
Education	27
Transportation	28
SOCIOECONOMIC INFORMATION	28
Employment	28
Building Permits	30
Housing	31
Income	31
Retail Activity	33
History of Income Tax	33
PROPERTY ASSESSMENT AND TAX INFORMATION	34
RISK FACTORS	35
Limited Source of Funds	35
Overlapping Indebtedness	36
Assessment Delinquencies	36
Potential Delay and Limitations in Foreclosure Proceedings	36
Condemnation	37
Bankruptcy	37
Loss of Tax Exemption	37
Limited Secondary Market	37
Secondary Market and Prices	38
Risk of Legislative and Judicial Changes	38
Information Not Verified	38
MUNICIPAL ADVISOR	38
UNDERWRITING	38
LEGAL OPINIONS	39
REGISTRATION, TRANSFER AND EXCHANGE	39
TAX MATTERS	40
Covenants to Comply	40
Risks of Non-Compliance	40
Bonds Purchased at a Premium or a Discount	40
Exclusion From Gross Income Requirements	41
Federal Income Tax Consequences	41
QUALIFIED TAX-EXEMPT OBLIGATIONS	42
CONTINUING DISCLOSURE	42
NO LITIGATION	43
INVESTMENT RATING	43
MISCELLANEOUS	43
AUTHORIZATION	44

APPENDIX A – DEFINITIONS FROM TRUST INDENTURE
APPENDIX B – SPECIMEN BOND INSURANCE POLICY
APPENDIX C – SPECIAL TAX REPORT
APPENDIX D – THE SERVICING AGREEMENT
APPENDIX E – PROPOSED FORM OF OPINION OF BOND COUNSEL
APPENDIX F – FISCAL YEAR 2022 AUDITED FINANCIAL STATEMENTS
APPENDIX G – MAP OF THE DEVELOPMENT
APPENDIX H – LEGAL DESCRIPTION OF THE AREA
APPENDIX I – CONTINUING DISCLOSURE AGREEMENT

BOND ISSUE SUMMARY

This Bond Issue Summary is expressly qualified by the entire Official Statement, which is provided for the convenience of potential investors and which should be reviewed in its entirety by potential investors.

Issuer:	The Village of Gilberts, Kane County, Illinois.
Issue:	\$7,335,000* Special Service Area Number 15, Special Tax Refunding Bonds, Series 2023.
Dated Date:	Date of delivery (expected to be on or about December 1, 2023).
Interest Due:	Each March 1 and September 1, commencing March 1, 2024.
Principal Due:	Serially each March 1, commencing March 1, 2025 through 2035, as detailed on the front page of this Official Statement.
Optional Redemption:	Bonds maturing on and after March 1, 2034*, are callable at the option of the Village on any date on and after March 1, 2033*, at a price of par plus accrued interest. See "THE BONDS – Redemption" herein.
Authorization:	By vote of the Village Board of Trustees.
Security:	THE BONDS ARE BEING ISSUED PURSUANT TO THE SPECIAL SERVICE AREA TAX LAW OF THE STATE OF ILLINOIS, AS AMENDED, AND, IN THE OPINION OF FOLEY & LARDNER LLP, CHICAGO, ILLINOIS, BOND COUNSEL, WILL CONSTITUTE VALID AND LEGALLY BINDING LIMITED OBLIGATIONS OF THE VILLAGE, PAYABLE SOLELY AND ONLY FROM THE SPECIAL TAX AND AMOUNTS ON DEPOSIT IN CERTAIN OF THE FUNDS ESTABLISHED AND MAINTAINED PURSUANT TO THE TRUST INDENTURE, AS SET FORTH HEREIN. THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE VILLAGE AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE VILLAGE, THE COUNTY OF KANE, THE STATE OF ILLINOIS, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. NO HOLDER OF ANY BOND SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE (OTHER THAN THE LEVY OF THE SPECIAL TAX AS DESCRIBED HEREIN) FOR PAYMENT OF THE PRINCIPAL AMOUNT OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS.
Reserve Fund:	A separate and special fund of the Village exists with the Trustee which is designated as "The Special Service Area Number Fifteen Special Tax Refunding Bonds, Reserve Fund" (the "Reserve Fund"), and which must be maintained in an amount equal to the Reserve Requirement. Amounts deposited in the Reserve Fund shall be used solely for the purpose described herein in "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – Pledged Funds – Reserve Fund" .
Rating/Insurance:	S&P Global Ratings, New York, New York, is expected to assign its municipal bond rating of "[REDACTED]" to this issue of Bonds with the understanding that upon delivery of the Bonds, a policy guaranteeing payment when due of the principal of and interest on the Bonds will be issued by [REDACTED] ("[REDACTED]"). See "BOND INSURANCE" herein and APPENDIX B - SPECIMEN BOND INSURANCE POLICY herein. The cost for the bond insurance premium will be paid by the Village. See "INVESTMENT RATING" herein.
Purpose:	The Village will use the proceeds of the Bonds to: (i) currently effect a current refunding of the outstanding Special Service Area Number Fifteen Special Tax Refunding Bonds, Series 2014, dated June 24, 2014 (the "Series 2014 Bonds") and (ii) pay certain costs of issuance of the Bonds. See "SOURCES AND USES OF FUNDS" and "PLAN OF FINANCE" herein.
Tax Matters:	Foley & Lardner LLP, Chicago, Illinois, will provide an opinion as to the exclusion from gross income for federal income tax purposes of the interest on the Bonds as discussed under "TAX MATTERS" in this Official Statement. Interest on the Bonds is not exempt from present State of Illinois income taxes.
Bank Qualification:	The Bonds are "qualified tax-exempt obligations" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. See "QUALIFIED TAX-EXEMPT OBLIGATIONS" herein.
Trustee:	Amalgamated Bank of Chicago, Chicago, Illinois.
Delivery:	The Bonds are expected to be delivered on or about December 1, 2023.
Book-Entry Form:	The Bonds will be registered in the name of Cede & Co. as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. See "THE BONDS - Book-Entry-Only System" herein.
Denomination:	\$5,000 or multiples of \$1,000 in excess thereof.
Underwriter:	Bernardi Securities, Inc., Northfield, Illinois.
Underwriter's Counsel:	Ice Miller LLP, Chicago, Illinois.
Special Service Area Administrator:	MuniCap, Inc., Columbia, Maryland.
Local Counsel:	Ancel Glink, P.C., Chicago, Illinois.
Municipal Advisor:	Speer Financial, Inc., Chicago, Illinois.

*Subject to change.

VILLAGE OF GILBERTS
Kane County, Illinois

Board of Trustees

Guy Zambetti
Village President

Jeanne Allen
Robert Chapman

Brandon Coats
Frank Marino

Justin Redfield
Robert Vanni

Officials

Kelly Mastera
Village Clerk

Brian Bourdeau
Village Administrator

Taunya Fischer
Director of Finance

PROFESSIONAL SERVICES

BOND COUNSEL

Foley & Lardner LLP
Chicago, Illinois

TRUSTEE

Amalgamated Bank of Chicago
Chicago, Illinois

MUNICIPAL ADVISOR

Speer Financial, Inc.
Chicago, Illinois

SPECIAL SERVICE AREA ADMINISTRATOR

MuniCap, Inc.
Columbia, Maryland

UNDERWRITER

Bernardi Securities, Inc.
Northfield, Illinois

UNDERWRITER COUNSEL

Ice Miller LLP
Chicago, Illinois

LOCAL COUNSEL

Ancel Glink, P.C.
Chicago, Illinois

\$7,335,000*
Village of Gilberts
Kane County, Illinois
Special Service Area Number Fifteen, Special Tax Refunding Bonds, Series 2023

INTRODUCTORY STATEMENT

The purpose of this Official Statement, which includes the cover page and Appendices attached hereto (the "Official Statement"), is to set forth certain information in connection with the issuance and sale by the Village of Gilberts, Kane County, Illinois (the "Village") of \$7,335,000* aggregate principal amount Special Service Area Number 15, Special Tax Refunding Bonds, Series 2023 (the "Bonds"). Certain factors that may affect an investment decision concerning the Bonds are described throughout this Official Statement. Persons considering a purchase of the Bonds should read this Official Statement in its entirety. Copies of statutes, Trust Indenture (defined below), resolutions, reports or other documents referred to herein are available, upon request, from the Village.

The Bonds will be issued by the Village pursuant to (i) the Illinois Constitution of 1970; (ii) the Special Service Area Tax Law of the State of Illinois, as amended (the "Special Service Area Act"); (iii) the Illinois Local Government Debt Reform Act of the State of Illinois; (iv) Ordinance No. [REDACTED] of the Village adopted at a meeting held on October 17, 2023 (the "Bond Ordinance") providing for the issuance of the Bonds; and (v) a Trust Indenture dated as of [REDACTED], 2023 (the "Trust Indenture" or "Indenture") between the Village and Amalgamated Bank of Chicago, Chicago, Illinois, as trustee (the "Trustee"). The Bonds will be issued as fully registered bonds without coupons in book entry only form in denominations of \$5,000 or multiples of \$1,000 in excess thereof. The Bonds will be secured primarily by the proceeds of the Special Tax (as defined in the Village of Gilberts Special Service Area Number Fifteen Special Tax Report dated September 27, 2005, as amended by an Addendum to the Special Tax Report adopted by the Village Board on August 14, 2012 as Ordinance No. 22-2012 attached hereto as **APPENDIX C** and hereafter referred to as the "Special Tax Report") levied on certain property within the Village of Gilberts Special Service Area Number Fifteen (the "Area" or the "Special Service Area"). In addition, the Bonds will be payable from and secured by certain funds established pursuant to the Trust Indenture. Payment of principal of and interest on the Bonds will be insured in accordance with the terms of a municipal bond insurance policy (the "Policy") to be issued simultaneously with the delivery of the Bonds by [REDACTED] (" [REDACTED] ") (the "Insurer"). See "**SECURITY AND SOURCE OF PAYMENT FOR THE BONDS**" herein. *Capitalized terms used but not defined herein shall have the meaning given such terms in the Trust Indenture.* See **APPENDIX A – DEFINITIONS FROM TRUST INDENTURE.**

The Area is approximately 330 acres and was developed by The Ryland Group, Inc., a Maryland corporation ("Ryland") and PAR Development, Inc., an Illinois corporation ("PAR" and together with Ryland hereinafter referred to sometimes as the "Developer"). The Developer developed the Area with finished lots for two hundred thirty-six (236) large lot single-family homes ("Large Lot Single Family Homes"), sixty (60) small lot single-family homes ("Small Lot Single Family Homes" and together with Large Lot Single Family Homes, "Single Family Homes"), seventy-four (74) duplex units ("Duplexes"), three hundred fourteen (314) townhome units ("Townhomes"), and 1.70 acres of commercial property ("Commercial Property"). Currently there is buildable space in the Area for an additional 71 townhome units, 40 duplex units and 56.06 commercial acres that can be developed. The development of such Large Lot Single Family Homes, Small Lot Single Family Homes, Townhomes and Duplexes within the Area is referred to as the "Project". A finished lot for a Large Lot Single Family Home shall be sometimes referred to herein as a "Large Lot Single Family Home Parcel." A finished lot for a Small Lot Single Family Home shall be sometimes referred to herein as a "Small Lot Single Family Home Parcel." A finished lot for a Townhome is sometimes referred to as a "Townhome Parcel." A finished lot for a Duplex, which is legally established as a Duplex shall be sometimes referred to herein as a "Duplex Parcel". The Large Lot Single Family Home Parcels, Small Lot Single Family Home Parcels, Townhome Parcels and the Duplex Parcels are sometimes collectively referred to herein as the "Parcels." See "**SPECIAL SERVICES**" for a more detailed description.

*Subject to change.

The proceeds of the Bonds will be used to (i) effect a current refunding of the Village's outstanding Special Service Area Number Fifteen Special Tax Refunding Bonds, Series 2014, dated June 24, 2014 (the "Series 2014 Bonds") and (ii) pay certain costs of issuance of the Bonds. The proceeds of the Series 2014 Bonds were used by the Village to refund the Village's outstanding Special Service Area Number Fifteen Special Tax Bonds, Series 2005 (the "Series 2005 Bonds"), which were originally issued to acquire or construct the Special Services benefiting the Area, which enabled the Developer to complete the Project. A portion of the proceeds from the sale of the Series 2005 Bonds were used to finance the cost of design, construction, installation and performance of certain Special Services (as described below) acquired or constructed on behalf of the Village by Ryland and dedicated or conveyed to the Village, or such other governmental entity as directed by the Village. All of the proceeds of the Series 2005 Bonds on deposit in the Improvement Fund have been expended. The Public Infrastructure Agreement entered into among Ryland, PAR, HTB 1360 and the Village provided that all Public Improvements (referred to herein and described below as Special Services) not financed with proceeds of the Series 2005 Bonds would be financed by Ryland and PAR. Ryland financed the private portions of the Project for which it was responsible through a line of credit from Bank of America, which line of credit was secured by a general pledge of the assets of Ryland but not by any mortgage on the Area. PAR financed any private portions of the Project for which it is responsible through its own equity. The Special Services includes surveying, engineering, soil testing, and appurtenant work, mass grading and demolition, storm water management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, sidewalks and related street improvements and equipment and materials necessary for the maintenance thereof, landscaping, wetland mitigation, public park improvements and tree installation, costs for land and easement acquisitions relating to any of the foregoing improvements, required tap on and related fees for water or sanitary sewer services and all other improvements, permitted to be financed through the Special Service Area (collectively, the "Special Services") that are required in connection with the development of the Project.

THE BONDS ARE BEING ISSUED PURSUANT TO THE SPECIAL SERVICE AREA ACT, AND, IN THE OPINION OF FOLEY & LARDNER LLP, CHICAGO, ILLINOIS, BOND COUNSEL, WILL CONSTITUTE VALID AND LEGALLY BINDING LIMITED OBLIGATIONS OF THE VILLAGE, PAYABLE SOLELY AND ONLY FROM THE SPECIAL TAX AND AMOUNTS ON DEPOSIT IN CERTAIN OF THE FUNDS ESTABLISHED AND MAINTAINED PURSUANT TO THE TRUST INDENTURE, AS SET FORTH HEREIN. THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE VILLAGE AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE VILLAGE, THE COUNTY OF KANE (THE "COUNTY"), THE STATE OF ILLINOIS (THE "STATE"), OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. NO HOLDER OF ANY BOND SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE (OTHER THAN THE LEVY OF THE SPECIAL TAX AS DESCRIBED HEREIN) FOR PAYMENT OF THE PRINCIPAL AMOUNT OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS.

A copy of any document or agreement referred to herein may be obtained upon request from the Village.

THE BONDS

General Description of the Bonds

The Bonds will be issued in the aggregate principal amount of \$7,335,000*, will bear interest at the rates, and will mature on the dates, as set forth on the cover page of this Official Statement and are subject to optional redemption as described herein. The Bonds will be issued only as fully registered bonds without coupons in book-entry form, initially in authorized denominations of \$5,000 or multiples of \$1,000 in excess thereof.

**Subject to change.*

The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds. Principal of and interest on the Bonds will be paid by the Trustee directly to DTC, which will remit such principal, premium and interest to DTC's Participants, who, in turn will be responsible for remitting such payments to the Beneficial Owners of the Bonds. See "**THE BONDS - Book-Entry-Only System.**"

Interest on the Bonds will be paid in lawful money of the United States of America semiannually on March 1 and September 1 of each year (each, an "Interest Payment Date"), commencing March 1, 2024. Interest on the Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

The Bonds shall be designated "Special Service Area Number Fifteen Special Tax Refunding Bonds, Series 2023." Each Bond shall be dated the date of delivery (the "Dated Date") and shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless such Bond is registered as of an Interest Payment Date, in which event it shall bear interest from the date thereof, or unless such Bond is registered prior to the first Interest Payment Date, in which event it shall bear interest from the Dated Date, or unless, as shown by the records of the Trustee, interest on such Bond shall be in default, in which event it shall bear interest from the date to which interest has been paid in full.

Redemption

Optional Redemption. The Bonds maturing on and after March 1, 2034* are subject to optional redemption prior to maturity at the option of the Village, from such maturities and in such principal amounts as the Village shall determine and within a maturity by lot, on any date on and after March 1, 2033*, at a redemption price of 100% of the principal amount to be redeemed, plus accrued interest to the redemption date, without premium.

Any optional redemption of the Bonds shall be applied, to the extent possible, to reduce pro rata the amount of Bonds maturing in each year and required to be redeemed by mandatory sinking fund redemption, and so as to maintain the proportion of principal maturing, or subject to mandatory sinking fund redemption, in each year to the total original principal amount of the Bonds as of the date of issuance.

Mandatory Sinking Fund Redemption. The Bonds maturing on March 1 in the years 20__* and 20__* (the "Term Bonds") are also subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a "Sinking Fund Redemption Date"), the Village will redeem the following principal amounts of the Term Bonds:

<u>Term Bonds Maturing March 1, 20__</u>	
Sinking Fund	
Redemption Date (March 1)	Principal Amount To be Redeemed
20__	\$ _____
20__	_____
20__ (Stated Maturity)	_____

<u>Term Bonds Maturing March 1, 20__</u>	
Sinking Fund	
Redemption Date (March 1)	Principal Amount To be Redeemed
20__	\$ _____
20__	_____
20__ (Stated Maturity)	_____

*Subject to change.

The redemption price of the Term Bonds will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The foregoing mandatory sinking fund requirements are subject to adjustment as described in “**THE BONDS – Redemption – Optional Redemption**”, “**- Mandatory Redemption Upon Condemnation**,” and “**- Special Mandatory Redemption from Optional and Mandatory Prepayment of Special Tax**”.

Mandatory Redemption Upon Condemnation. The Bonds are subject to mandatory redemption on any Interest Payment Date, in part at a redemption price of 100% of the principal amount to be redeemed, plus accrued interest to the date fixed for redemption, without premium, from amounts in the Bond and Interest Fund consisting of the proceeds received by the Village in connection with a condemnation of any of the Special Services or any other property dedicated to, or owned by, the Village within the Special Service Area and allocable to the Bonds as determined by MuniCap, Inc., Columbia, Maryland retained by the Village in connection with the Special Service Area (the "Administrator") and which proceeds are not used by the Village to rebuild the Special Services.

Any mandatory redemption of the Bonds as described in the preceding paragraph will be applied, to the extent possible, to reduce pro rata the amount of Bonds maturing in each year and required to be redeemed by mandatory sinking fund redemption so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of the Bonds as of the date of issuance.

Special Mandatory Redemption from Optional and Mandatory Prepayment of Special Tax. Property owners may prepay the Special Taxes at any time. See "**THE BONDS – Optional Prepayments of Special Taxes.**" The proceeds received from any such prepayments will be used to redeem the Bonds in part. Consequently, the Bonds are also subject to mandatory redemption on any March 1, June 1, September 1 or December 1, in part from amounts available for disbursement from the Special Redemption Account of the Bond and Interest Fund (which includes optional prepayments of the Special Taxes and amounts transferred from the Reserve Fund and the Special Reserve Fund to the Special Redemption Account) pursuant to the Indenture, at a redemption price of 100% of the principal amount to be redeemed, plus accrued interest on such Bonds to the date fixed for redemption without premium.

The Bonds are subject to mandatory redemption on any Interest Payment Date, in whole or in part, at a redemption price of 100% of the principal amount to be redeemed, plus accrued interest to the date fixed for redemption, without premium, in the event of a mandatory prepayment of the Special Taxes upon a reduction in the Maximum Parcel Special Tax such that the annual debt service coverage ratio calculated pursuant to Section VI.G. of the Special Tax Report is less than 110%, as a result of a change in the expected number of large lot single family lots or small lot single family lots or townhome lots or duplex lots to be built within the Special Service Area as set forth in the final plat or plats of subdivision approved by the Village of any other event that reduces the total of the Maximum Parcel Special Tax such that the annual debt service coverage ratio calculated pursuant to Section VI.G. of the Special Tax Report is less than 110%, as described in, and in the amounts set forth in, Section VI.A. of the Special Tax Report and Exhibit B thereto. The Village, or the Administrator on behalf of the Village, shall notify the Trustee of any such redemption and the amount of Bonds to be redeemed. If required, the Village may adopt a supplemental ordinance to provide for the levy of the Mandatory Special Tax Prepayment.

Any special mandatory redemption of the Bonds pursuant to the previous two paragraphs will be applied, to the extent possible, to reduce pro rata the amount of the Bonds maturing in each year and required to be redeemed by mandatory sinking fund redemption pursuant to the Trust Indenture and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of the Bonds as of the date of issuance.

Redemption Provisions; Notice of Redemption. Notice of the redemption of any Bonds, which by their terms shall have become subject to redemption, shall be given to the registered owner of each Bond or portion of a Bond called for redemption not less than 20 or more than 60 days before any date established for redemption of Bonds, by the Trustee, on behalf of the Village, in the manner required by DTC or by first class mail sent to the registered owner's last address, if any, appearing on the Bond Register. All notices of redemption shall include at least the series designation, dated date, maturities of Bonds called for redemption, CUSIP Numbers, the date of redemption, and state that such redemption is subject to the irrevocable deposit of funds sufficient to redeem the Bonds to be redeemed on the redemption date. In the case of a Bond to be redeemed in part only, the notice shall also specify the portion of the principal amount of the to be redeemed. The sending of the notice specified above to the registered owner of any Bond shall be a condition precedent to the redemption of that Bond, provided that any notice which is sent in accordance with the Indenture shall be conclusively presumed to have been duly given whether or not the owner received the notice. The failure to send notice to the owner of any Bond, or any defect in that notice, shall not affect the validity of the redemption of any other Bond for which notice was properly given.

Purchase in Lieu of Redemption. In lieu of redemption as provided in the Trust Indenture, moneys accumulated in the Bond and Interest Fund may be used, as directed by the Village, subject to prior written consent of the Bond Insurer, for the purchase of outstanding Bonds at public or private sale, as and when and at such prices as the Village may in its discretion determine, but at a price not exceeding the principal amount thereof plus accrued interest to the Date of Purchase which would otherwise be due if such Bonds were to be redeemed in accordance with the Indenture. All Bonds so purchased shall at such times as shall be selected by the Village be delivered to and cancelled by the Trustee and no Bonds shall be issued in place thereof.

Optional Prepayments of Special Tax

The manner in which Special Taxes may be prepaid is described in the Special Tax Report. Generally, the Special Taxes may be prepaid with respect to any Parcel of property (as defined in the Special Tax Report) at any time and the obligation to pay the Special Taxes permanently satisfied by the payment of (i) an amount equal to all delinquent Special Taxes on such Parcel, including any applicable penalties and related costs as required by law, and Special Taxes due on such Parcel but not yet paid for the Calendar Year in which such prepayment is made, plus (ii) an amount equal to the amount of prepayment determined in accordance with the formula set forth in the Special Tax Report. See **APPENDIX C** hereto for a more complete discussion of the calculation of the amount of prepayment of Special Taxes.

Additional Bonds

Other than the Bonds, no obligations may be issued under the Trust Indenture other than obligations to refund part or all of the Bonds then Outstanding.

Book-Entry-Only System

THE INFORMATION PROVIDED IMMEDIATELY BELOW CONCERNING DTC AND THE BOOK-ENTRY-ONLY SYSTEM, AS IT CURRENTLY EXISTS, IS BASED SOLELY ON INFORMATION PROVIDED BY DTC AND IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION BY, THE UNDERWRITER (AS DEFINED HEREIN) OR THE VILLAGE.

When the Bonds are issued, ownership interests will be available to purchasers only through the Book-Entry-Only System maintained by DTC. DTC will act as securities depository for the Bonds. Initially, the Bonds will be issued as fully-registered Bonds, registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered bond will be issued in the aggregate original principal amount of each maturity of the Bonds and will be deposited with DTC. The following discussion will not apply to the Bonds if issued in certificate form due to the discontinuance of the DTC Book-Entry-Only system, as described below.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). DTC holds and provides asset servicing for over 2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 85 countries that its participants (the "Direct Participants") deposit with the DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, GSCC, MBSCC, and EMCC, also subsidiaries of DTCC), as well by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, and trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants" and together with the Direct Participants, the "DTC Participants"). The DTC Rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission (the "Commission"). The DTC Rules applicable to its Participants are on file with the Commission. DTC has a Standard & Poor's rating of AA+. More information about DTC can be found at www.dtcc.com.

Purchase of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "Beneficial Owner") is, in turn, to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holders, from the Direct and Indirect Participants through which the Beneficial Owner entered into the transaction. Transfer of beneficial ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest of the Bonds, except in the event that use of the book entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds. DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Redemption notices shall be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and payments of principal and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee, on payable dates in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name" and will be the responsibility of such Participant and not of DTC, the Trustee, or the Village, subject to any statutory and regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Village or the Trustee, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving written notice to the Village or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered as described in the Trust Indenture. The Village may discontinue use of the system of book entry transfers through DTC (or a successor securities depository) as described in the Trust Indenture. In that event, Bonds will be printed and delivered as described in the Trust Indenture.

NEITHER THE VILLAGE, THE UNDERWRITER, NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY SUCH DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (2) THE PAYMENT BY ANY PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF OR INTEREST OR PREMIUM ON THE BONDS; (3) THE DELIVERY BY ANY SUCH DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE TRUST INDENTURE TO BE GIVEN TO BONDHOLDERS; (4) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (5) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

BOND INSURANCE

The information contained under the headings "BOND INSURANCE" and APPENDIX B - SPECIMEN BOND INSURANCE POLICY herein, was supplied by _____ and not the Village.

Bond Insurance Policy

Concurrently with the issuance of the Bonds, _____ (the "Bond Insurer") will issue its Municipal Bond Insurance Policy for the Bonds (the "Policy"). The Policy guarantees the scheduled payment of principal of and interest on the Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

Insurance [TO COME]

PLAN OF FINANCE

General

The Village will use the proceeds of the Bonds and the moneys released under the Trust Indenture to: (i) effect a current refunding of the outstanding Series 2014 Bonds and (ii) pay certain expenses incurred in connection with the issuance of the Bonds. See “**SOURCES AND USES OF FUNDS**” herein.

Refunding of Series 2014 Bonds

The Village has determined the refunding of the Series 2014 Bonds to be in the public interest and in furtherance of the public purposes of the Village. The table below sets forth the maturity date, interest rate, redemption date and principal amount payable to refund the Series 2014 Bonds.

Special Service Area Number 15 Special Tax Refunding Bonds, Series 2014

<u>Maturity</u>	<u>Outstanding Amount</u>	<u>Refunded Amount(1)</u>	<u>Redemption Price (1)</u>	<u>Redemption Date(1)</u>	<u>CUSIPs(2) (Base: 437546R)</u>
3/1/2024	\$ 465,000	\$ 465,000	100.00%	3/1/2024	AM5
3/1/2025	495,000	495,000	100.00%	3/1/2024	AN3
3/1/2026	530,000(3)	530,000	100.00%	3/1/2024	
3/1/2027	575,000(3)	575,000	100.00%	3/1/2024	
3/1/2028	620,000(3)	620,000	100.00%	3/1/2024	
3/1/2029	665,000	665,000	100.00%	3/1/2024	AS2
3/1/2030	715,000(3)	715,000	100.00%	3/1/2024	
3/1/2031	770,000(3)	770,000	100.00%	3/1/2024	
3/1/2032	825,000(3)	825,000	100.00%	3/1/2024	
3/1/2033	885,000(3)	885,000	100.00%	3/1/2024	
3/1/2034	950,000(3)	950,000	100.00%	3/1/2024	
3/1/2035	<u>1,000,000</u>	<u>1,000,000</u>	100.00%	3/1/2024	AY9
Total	<u>\$8,495,000</u>	<u>\$8,495,000</u>			

- Notes: (1) Subject to change.
 (2) CUSIP numbers appearing in this Official Statement have been provided by the CUSIP Service Bureau, which is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. The Village is not responsible for the selection of CUSIP numbers and makes no representation as to their correctness on the Bonds or as set forth on the cover of this Official Statement.
 (3) Amount subject to mandatory redemption on such date.

Proceeds of the Bonds will be used to fund an irrevocable escrow account (the "Escrow Account") consisting of cash and direct obligations of the United States of America (the "Government Obligations"). The Escrow Account will be held by the Trustee in its capacity as escrow agent (the "Escrow Agent") and will be used to effect the refunding of the Series 2014 Bonds and the Escrow Account will be held by the Escrow Agent pursuant to an escrow agreement (the "Escrow Agreement") which irrevocably directs the Escrow Agent to (i) make all payments of the interest on the Series 2014 Bonds through the Redemption Date of March 1, 2024* (the "Redemption Date") and (ii) take all steps necessary to call the Series 2014 Bonds on the Redemption Date. The Escrow Account will be funded in such amounts so that the cash and the principal and interest payments received on the investments herein will be sufficient, without reinvestment, to pay the redemption price of and interest on the Series 2014 Bonds on the Redemption Date. Proceeds of the Bonds not being used to effect the refunding of the Series 2014 Bonds will be used to pay costs of issuance of the Bonds.

*Preliminary, subject to change.

SOURCES AND USES OF FUNDS

SOURCES:

Principal Amount	\$ _____
Reoffering Premium	_____
Transfers from 2014 Debt Service Funds	_____
Transfers from 2014 Debt Service Reserve Fund	_____
Total Sources	\$ _____

USES:

Deposit to Net Cash Escrow Fund	\$ _____
Deposit to Debt Service Reserve Fund	_____
Costs of Issuance(1)	_____
Total Uses	\$ _____

Note: (1) Includes Underwriter's discount, bond insurance premium and other issuance costs and contingencies.

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service schedule for the Bonds based on the maturity, and interest rate set forth on the cover of this Preliminary Official Statement, assuming no redemptions are made:

Debt Service Requirements(1)

Calendar Year	Principal(2)	Interest(2)	Total Annual Debt Service(2)
2024.....	\$ 0	\$ 275,063	\$ 275,063
2025.....	490,000	354,500	844,500
2026.....	530,000	329,000	859,000
2027.....	575,000	301,375	876,375
2028.....	615,000	271,625	886,625
2029.....	660,000	239,750	899,750
2030.....	710,000	205,500	915,500
2031.....	765,000	168,625	933,625
2032.....	820,000	129,000	949,000
2033.....	880,000	86,500	966,500
2034.....	945,000	40,875	985,875
2035.....	<u>345,000</u>	<u>8,625</u>	<u>353,625</u>
Total.....	\$7,335,000	\$2,410,438	\$9,745,438

Notes: (1) Source: the Village.
 (2) Preliminary and subject to change.

Special Tax and Debt Service Coverage(1)(2)

Calendar Year	The Bonds(3)	Trustee & Admin. Fees(4)	Reserve Fund	Adjusted Debt Service(3)	Maximum Special Tax	Debt Service Coverage(3)
2024.....	\$ 275,063	\$ 25,301	\$ 0	\$ 300,364	\$ 1,022,756	3.41x
2025.....	844,500	25,680	0	870,180	1,040,655	1.20x
2026.....	859,000	26,066	0	885,066	1,058,866	1.20x
2027.....	876,375	26,457	0	902,832	1,077,396	1.19x
2028.....	886,625	26,853	0	913,478	1,096,251	1.20x
2029.....	899,750	27,256	0	927,006	1,115,435	1.20x
2030.....	915,500	27,665	0	943,165	1,134,955	1.20x
2031.....	933,625	28,080	0	961,705	1,154,817	1.20x
2032.....	949,000	28,501	0	977,501	1,175,026	1.20x
2033.....	966,500	28,929	0	995,429	1,195,589	1.20x
2034.....	985,875	29,363	0	1,015,238	1,216,512	1.20x
2035.....	<u>353,625</u>	<u>29,803</u>	<u>(366,750)</u>	<u>16,678</u>	<u>1,237,801</u>	74.22x
Total.....	\$9,745,438	\$329,954	\$(366,750)	\$9,708,642	\$13,526,059	

Notes: (1) Source: the Village.
 (2) Excludes the Series 2014 Bonds to be refunded.
 (3) Subject to change.
 (4) Trustee and Administrative Fees are estimated to increase 1.5% per year.

SECURITY AND SOURCE OF PAYMENT FOR THE BONDS

General

The Bonds and the interest thereon are limited obligations of the Village secured and payable from (i) the Special Taxes to be levied, extended and collected on all the taxable real property within the Area subject to the Special Taxes, (ii) amounts deposited in the Bond and Interest Fund, and the Reserve Fund, including a portion of the proceeds of the Bonds and the interest, profits and other income derived from the investment thereof. When collected, the Special Taxes and any Foreclosure Proceeds shall be placed in the Bond and Interest Fund. In addition, proceeds received by the Village from a condemnation of any of the Special Services or any other property owned by or dedicated to the Village within the Special Service Area and allocable to the Bonds which is not used to rebuild the Special Services shall be deposited in the Bond and Interest Fund as security for the Bonds.

IN THE OPINION OF BOND COUNSEL, THE BONDS WILL CONSTITUTE VALID AND LEGALLY BINDING LIMITED OBLIGATIONS OF THE VILLAGE, PAYABLE SOLELY AND ONLY FROM THE SPECIAL TAXES (AS PROVIDED IN THE BOND ORDINANCE, THE SPECIAL TAX REPORT AND THE TRUST INDENTURE) AND AMOUNTS ON DEPOSIT IN CERTAIN OF THE FUNDS AND ACCOUNTS ESTABLISHED AND MAINTAINED UNDER THE TRUST INDENTURE, AS SET FORTH HEREIN. THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE VILLAGE AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE VILLAGE, THE COUNTY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. NO HOLDER OF ANY BOND SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE (OTHER THAN THE LEVY OF THE SPECIAL TAX) FOR PAYMENT OF THE PRINCIPAL AMOUNT OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS.

The amount of Special Taxes that the Village may levy in the Area in any year is strictly limited by the maximum rates approved by the President and Trustees (the "Corporate Authorities") on the date of formation of the Area. The Village is legally authorized under the Special Service Area Act, and has covenanted in the Trust Indenture, to extend and collect the Special Taxes in an amount determined according to the Special Tax Report. Pursuant to the Bond Ordinance the Village has levied the Special Taxes in the amounts set forth in the Total SSA No. 15 Maximum Parcel Special Taxes column in the Table under the caption "**THE SPECIAL SERVICE AREA AND SPECIAL TAX- Special Service Area Special Tax Report**" and will abate such tax each year to the extent it is not required to pay principal and interest on the Bonds and Administrative Expenses. See "**SECURITY AND SOURCE OF PAYMENT FOR THE BONDS - The Special Tax**" below. The Special Tax Report apportions the total amount of Special Taxes to be collected among the Parcels in the Area as more particularly described herein. The Maximum Parcel Special Tax will remain unchanged for the property that did not result in the application of the Mandatory Special Tax Prepayment provisions. See "**THE SPECIAL SERVICE AREA AND SPECIAL TAX - Special Service Area Special Tax Report**" and "**APPENDIX C - Special Tax Report.**"

The Special Tax

The levying of the Special Tax was authorized by the Corporate Authorities in Ordinance No. 05-35, adopted at a meeting held on October 4, 2005 (the "Establishing Ordinance"). Pursuant to the Establishing Ordinance, the Village caused (i) the Establishing Ordinance to be recorded within 60 days of its adoption with the Recorder of Deeds of Kane County, Illinois, and (ii) the Declaration of Consent of the Developer to be recorded on or before the date of delivery of the Bonds with the Recorder of Deeds of Kane County, Illinois.

The Bonds are secured by, among other things, a pledge of the Special Tax including all scheduled payments of the Special Taxes received by the Village, interest thereon, and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Tax. Pursuant to the Bond Ordinance the Village has levied the Special Taxes in the amounts set forth in the Total SSA No. 15 Maximum Parcel Special Taxes column in the Table set forth below under the caption "**THE SPECIAL SERVICE AREA AND SPECIAL TAX - Special Service Area Special Tax Report**", and will abate such tax each year to the extent it exceeds the Special Tax Requirement as calculated by the Administrator on its behalf. The Village has covenanted in the Bond Ordinance and the Trust Indenture annually on or before the last Tuesday of December for each of the years 2023 through 2033 to calculate or cause the Administrator to calculate the Special Tax Requirement for the next preceding year; to amend the Special Tax Roll to adopt an ordinance approving the amount of the Special Tax Requirement and abating the Special Taxes levied pursuant to the Bond Ordinance to the extent the Special Taxes levied exceed the Special Tax Requirement as calculated by the Village pursuant to the Establishing Ordinance and the Special Tax Report; and to provide the Kane County tax collector the amended Special Tax Roll. See "**THE SPECIAL SERVICE AREA AND SPECIAL TAX - Special Service Area Special Tax Report**."

The levy of the Special Taxes is subject to certain limitations. The levy of the Special Taxes on each Parcel within the Area is constrained by the Maximum Parcel Special Tax amount applicable to such Parcel. See "**THE SPECIAL SERVICE AREA AND SPECIAL TAXES – Special Service Area Special Tax Report**" and "**RISK FACTORS – Maximum Parcel Special Tax**" herein. The full amount of the Maximum Parcel Special Tax as set forth in the subcaption under the caption "Special Tax Report" has been levied pursuant to the Bond Ordinance.

Although the Special Taxes, when levied, will constitute a lien on Parcels within the Area, it does not constitute a personal indebtedness of the owners of such property within the Area. There is no assurance that the owners of property in the Area will be financially able to pay the annual Special Taxes or that they will pay such tax even if financially able to do so. See "**RISK FACTORS**" herein.

Segregation of the Special Tax

Pursuant to the Bond Ordinance and for the purpose of providing the funds required to pay the interest on the Bonds when and as the same falls due and to pay and discharge the principal thereof at maturity, the Special Tax shall be paid to the Trustee, in accordance with the following procedure: At or prior to the delivery of the Bonds, the Village Treasurer shall deliver to the Kane County Collector and to the Trustee a Segregation Order and Authorization Agreement for Automatic Deposits (ACH Credits) directing that the Special Tax be segregated and paid to the Trustee. Promptly upon receipt of the Special Tax, the County Collector shall segregate and pay directly to the Trustee, the Special Tax.

Pledged Funds

Bond and Interest Fund. The Trust Indenture creates and establishes with the Trustee a separate and special fund of the Village established exclusively for paying principal of interest on and redemption premium on the Bonds and which is designated as "The Special Service Area Number Fifteen Special Tax Refunding Bonds, Bond and Interest Fund" (the "Bond and Interest Fund"). When collected, the Special Taxes, including amounts transferred to the Trustee from the Bond and Interest Fund created for the Series 2014 Bonds, and the Foreclosure Proceeds, including any interest and penalties collected in connection with such Special Taxes or Foreclosure Proceeds shall be placed in the Bond and Interest Fund. The Village may provide for the County to transmit directly to the Trustee for deposit to the Bond and Interest Fund any Special Tax collected by the County. In addition, proceeds received by the Village in connection with a condemnation of any of the Special Services or any other property dedicated to or owned by the Village within the Special Service Area allocable to the Bonds which is not used to rebuild the Special Services shall be deposited in the Bond and Interest Fund and the Village shall identify for the Trustee the amount so deposited. Moneys deposited in the Bond and Interest Fund and investments of the Bond and Interest Fund shall never be commingled with or loaned to any other funds of the Village. All interest and other investment earnings on the Bond and Interest Fund shall become, when received, a part of the Bond and Interest Fund.

Amounts deposited in the Bond and Interest Fund are appropriated for and irrevocably pledged to, and shall be used solely for the purpose of, paying the principal of and interest and redemption premium on the Bonds, or for transfers to the Special Reserve Fund, the Reserve Fund or the Administrative Expense Fund as permitted in the Trust Indenture.

At any time after September 1 but in no event later than December 1 of each year, the Trustee will determine the amount needed to pay principal of and interest on the Bonds on the next succeeding Interest Payment Date. If the Trustee determines that sufficient amounts are on deposit in the Bond and Interest Fund to pay principal of, and interest due on the Bonds on the next succeeding Interest Payment Date, the Trustee shall notify the Village of any excess amounts on deposit in the Bond and Interest Fund and, at the written direction of the Village, shall transfer an amount from the Bond and Interest Fund to the Administrative Expense Fund which the Village, has determined will be adequate, together with other amounts in the Administrative Expense Fund or reasonably expected to be transferred to or deposited in such Fund, to pay all Administrative Expenses during the succeeding calendar year. After making such transfer to the Administrative Expense Fund any excess amounts on deposit in the Bond and Interest Fund will be transferred to the Reserve Fund to the extent necessary to replenish the Reserve Fund to the Reserve Requirement (as defined below under the subcaption "Reserve Fund"). After (i) making such transfer to the Administrative Expense Fund, and (ii) the Reserve Fund has amounts on deposit equal to the Reserve Requirement, any excess amounts on deposit in the Bond and Interest Fund shall be transferred to the Special Reserve Fund to the extent necessary to fund and replenish the Special Reserve Fund to the Special Reserve Fund Requirement. If any excess amounts exist in the Bond and Interest Fund, after making the deposit to the Special Reserve Fund, if any, such excess shall be considered by the Village when determining the amount of Special Taxes to be collected pursuant to the Trust Indenture.

Special Redemption Account. The Trust Indenture creates and establishes with the Trustee a separate account designated the "Special Redemption Account" exists within the Bond and Interest Fund established with the Trustee. All prepayments of the Special Taxes made in accordance with the Special Tax Report shall be deposited in the Special Redemption Account. Moneys in the Special Redemption Account shall be used exclusively to redeem Bonds pursuant to the Trust Indenture as described under the caption "**THE BONDS – Redemption - Special Mandatory Redemption from Optional and Mandatory Prepayment of Special Tax**" or to pay debt service on the Bonds pursuant to the Trust Indenture. In the event of any optional prepayment of Special Tax, prior to giving notice of the redemption of Bonds in accordance with the Trust Indenture, the Trustee shall transfer from (A) the Special Reserve Fund to the Special Redemption Account an amount (if possible) equal to the Special Reserve Fund Credit, as determined by and upon direction of the Administrator, and (B) the Reserve Fund to the Special Redemption Account an amount equal to the Reserve Fund Credit as determined by and upon the direction of the Administrator. When the amount on deposit in the Special Redemption Account equals \$1,000, such amount shall be used to redeem the Bonds on the next March 1, June 1, September 1 or December 1 in accordance with the Trust Indenture. On each such March 1, June 1, September 1 or December 1 payment date, the Trustee shall withdraw from the Special Redemption Account and pay to the owners of the Bonds the amounts to redeem the Bonds pursuant to the Trust Indenture. Notwithstanding the foregoing, any amounts contained in the Special Redemption Account for a continuous period of thirty (30) months and which will not be used to redeem the Bonds on the next March 1, June 1, September 1 or December 1 in accordance with the immediately preceding sentence and under the caption "**THE BONDS – Redemption - Special Mandatory Redemption from Optional and Mandatory Prepayment of Special Tax**" shall be used to pay debt service on the Bonds on the next Interest Payment Date. Any amounts contained in the Special Redemption Account on the final maturity date of the Bonds shall be used to pay outstanding debt service on the Bonds.

Reserve Fund. The Trust Indenture creates and establishes with the Trustee a separate and special fund of the Village which is designated as "The Special Service Areas Number Fifteen Special Tax Refunding Bonds, Reserve Fund (the "Reserve Fund")", and which must be maintained in an amount equal to the Reserve Requirement. At closing, the cash portion of the Reserve Requirement will be equal to ___% of the total or \$_____, the remaining ___% of the Reserve Requirement will be funded by the Reserve Fund Policy (as defined hereinafter) as reduced by the amount of any Reserve Fund Credits transferred to the Special Redemption Account in connection with a redemption of the Bonds from prepayments pursuant to the Trust Indenture and as described in the preceding paragraph. Amounts deposited in the Reserve Fund shall be used solely for the purpose of (i) making transfers to the Bond and Interest Fund to pay the principal of, including mandatory sinking fund payments, and interest on, all Bonds when due, in the event that moneys in the Bond and Interest Fund are insufficient therefor, (ii) making any transfers to the Bond and Interest Fund if the aggregate balance in the Reserve Fund and the Special Reserve Fund (as hereinafter defined) exceeds the amount required to redeem all Bonds then outstanding, or (iii) making transfers to the Special Redemption Account of the Bond and Interest Fund pursuant to the Indenture or (iv) if the amount then on deposit in the Reserve Fund is at least equal to the Reserve Requirement, for transfer in accordance with the Trust Indenture, and as described in the next paragraph.

On the Business Day prior to each Interest Payment Date, moneys in the Reserve Fund in excess of the Reserve Requirement shall be transferred by the Trustee from the Reserve Fund to the Bond and Interest Fund to be used for the payment of interest on Bonds on the next following Interest Payment Date.

The Reserve Requirement is equal to 10% of the principal amount of the Bonds.

Costs of Issuance Fund. The Trust Indenture creates and establishes with the Trustee a separate and special fund of the Village which is designated as "The Special Service Area Number Fifteen Special Tax Refunding Bonds, Costs of Issuance Fund" (the "Costs of Issuance Fund"). Amounts deposited in the Costs of Issuance Fund shall be used solely for the purpose of paying costs incurred in connection with the issuance of the Bonds and the refunding of the Prior Bonds. On the date which is six (6) months after the date of issuance of the Bonds, the Trustee shall transfer all amounts remaining in the Costs of Issuance Fund to the Bond and Interest Fund.

THE RESERVE FUND POLICY

Non-Pledged Funds

Special Reserve Fund. The Trust Indenture creates and establishes with the Trustee a separate and special fund of the Village which is designated as "The Special Service Area Number Fifteen Special Tax Refunding Bonds, Special Reserve Fund" (the "Special Reserve Fund"). Special Taxes will be deposited in the Special Reserve Fund in accordance with the Indenture until the amounts on deposit in the Special Reserve Fund equal the Special Reserve Fund Requirement. The "Special Reserve Fund Requirement" means an amount, determined by the Village each year as reasonably anticipated to be needed in the immediately succeeding year to fund any Special Reserve Fund Credits for possible prepayments initially in an amount equal to \$5,000 each year up to an aggregate of \$20,000 subject to adjustment as described herein. A "Special Reserve Fund Credit" means, with respect to each Parcel, the difference between (i) the amount of the prepayment of the Special Taxes for such Parcel made in accordance with the Special Tax Report and (ii) the amount of prepayment of the Special Taxes for such Parcel made in accordance with the Special Tax Report if the Prior Bonds had remained outstanding and the Bonds were not issued, as determined by the Administrator. The Village, in consultation with the Administrator, may adjust the Special Reserve Fund Requirement in any year as necessary to fund any Special Reserve Fund Credits due to increased prepayments of the Special Taxes.

Amounts deposited in the Special Reserve Fund will be used solely for the purpose of (i) making any transfers to the Bond and Interest Fund if the aggregate balance in the Special Reserve Fund and the Reserve Fund exceeds the amount required to redeem all Bonds then outstanding, (ii) for transfer to the Special Redemption Account in an amount equal to the Special Reserve Fund Credits in accordance with the Trust Indenture, for transfer to the Bond and Interest Fund or any other fund established under the Indenture at the direction of the Village, or (iv) at the direction of the Village for any use permitted by the Special Service Area Act, provided an opinion of bond counsel is delivered to the Trustee to the effect that such use will not violate the Special Service Area Act or adversely affect the tax-exempt status of interest on the Bonds. Any amounts in the Special Reserve Fund that are used to pay principal of, or interest on, the Bonds shall be treated as Special Taxes paid by the owners of the affected Parcels for purposes of the "Defeasance Calculation" in accordance with Exhibit B of the Special Tax Report. Amounts on deposit in the Special Reserve Fund are not pledged to the payment of principal or interest on the Bonds.

Administrative Expense Fund. The Trust Indenture creates and establishes with the Trustee a separate and special fund of the Village which is designated as "The Special Service Area Number Fifteen Special Tax Refunding Bonds, Administrative Expense Fund" (the "Administrative Expense Fund"). Amounts in the Administrative Expense Fund shall be withdrawn by the Trustee and paid to the Village or its order upon receipt by the Trustee of a written request from an Authorized Officer stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense, and the nature of such Administrative Expense.

Rebate Fund. The Trust Indenture creates and establishes with the Trustee a separate and special fund of the Village which is designated as "The Special Service Area Number Fifteen Special Tax Refunding Bonds, Rebate Fund" (the "Rebate Fund"), into which there shall be deposited as necessary investment earnings in the Bond and Interest Fund, the Reserve Fund and the Special Reserve Fund to the extent required so as to maintain the tax exempt status of interest on the Bonds. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) shall be payable from the Rebate Fund.

Amounts in the Special Reserve Fund, Administrative Expense Fund, and the Rebate Fund are not pledged to the repayment of the Bonds.

Investment of Funds

Moneys on deposit in the various funds and accounts established under the Trust Indenture may be invested from time to time in Qualified Investments pursuant to directions from the Village to the Trustee provided that moneys on deposit in the Special Redemption Account shall be invested only in Qualified Investments having a maturity on or prior to the next occurring March 1, June 1, September 1, or December 1. Except as otherwise expressly provided in the Trust Indenture, earnings or losses on such investments will be attributed to the fund or account for which the investment was made. In the event that the Trustee does not receive directions from the Village to invest funds held under the Trust Indenture, the Trustee shall invest such funds in investments described in clause (vii) of Qualified Investments. Notwithstanding anything in the Trust Indenture to the contrary, at the written direction of the Village, the Trustee shall invest amounts on deposit in the (1) Special Redemption Account of the Bond and Interest Fund and (2) the Special Reserve Fund such that the yield on the investment does not exceed the yield on the Bonds. The Reserve Fund shall be invested only in Qualified Investments with maturities not longer than ten (10) years, the average life of which is no longer than five (5) years. Investments on deposit in all funds and accounts established under the Trust Indenture shall be valued at market value at least quarterly.

Security for the Bonds

The Bonds and the interest thereon are secured and payable primarily from (i) the Special Tax levied, and to be extended and collected on all taxable property within the Area subject to the Special Tax, including interest on such Special Tax and the proceeds of the redemption or sale of property sold as a result of any actions to foreclose the lien of Special Tax and any interest accrued thereon, brought following a delinquency in the payment of the Special Tax (the "Special Tax"), (ii) any amounts transferred by the Village to the Bond and Interest Fund, including the allocable portion of condemnation proceeds received by the Village not used to rebuild the Special Services, and (iii) amounts deposited in the Bond and Interest Fund, and the Reserve Fund.

Covenants of the Village

Pursuant to the Trust Indenture, the Village has covenanted for the benefit of the holders of the Bonds (the "Bondowners") that the Village will:

(a) take all actions, if any, which shall be necessary, in order further to provide for the levy, extension, collection and application of the taxes levied by the Trust Indenture and the Bond Ordinance, including enforcement of the Special Taxes as provided below;

(b) not take any action which would adversely affect the levy, extension, collection and application of the taxes levied pursuant to the Bond Ordinance and the Trust Indenture, except to abate those taxes to the extent permitted by the Trust Indenture and the Special Tax Report;

(c) comply with all requirements of the Special Service Area Act, the Bond Ordinance and other applicable present and future laws concerning the levy, extension and collection of the Special Taxes levied pursuant to the Bond Ordinance and Indenture, in each case so that the Village shall be able to pay the principal of and interest on the Bonds as they come due and replenish the Reserve Fund to the Reserve Requirement and it will take all actions necessary to assure the timely collection of the Special Taxes, including without limitation, the enforcement of any delinquent Special Taxes by providing the County with such information as is deemed necessary to enable the County to include any property subject to a delinquent Special Taxes in the County Collector's annual tax sale and, in the event that a tax lien is forfeited at such sale, the commencement and maintenance of an action to foreclose the lien of any delinquent Special Taxes, all in the manner provided by law;

(d) not encumber, pledge or place any charge or lien upon any of the Special Taxes or other amounts pledged to the Bonds superior to, or on a parity with, or junior to, the pledge and lien created in the Trust Indenture for the benefit of the Bonds, except as permitted by, or specifically set forth in, the Trust Indenture including in connection with the issuance of refunding Bonds;

(e) take all actions which are necessary to be taken (and avoid any actions which it is necessary to avoid being taken), so that interest on the Bonds will not be or become included in gross income for federal income tax purposes under existing law; and

(f) keep, or cause the Trustee to keep, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries will be made of all transactions relating to the deposits to and expenditure of amounts disbursed from the Funds and Accounts created under the Trust Indenture and the Special Tax.

Enforcement of Payment of Special Taxes

In Illinois, general ad valorem property taxes are levied in one year and become payable during the following year. At the end of each collection year, the County Treasurer applies to the Circuit Court of Kane County, for a judgment for all unpaid general ad valorem property taxes. The Circuit Court of Kane County order resulting from that application for judgment provides for a sale of all property with unpaid general ad valorem property taxes. A public sale is held, at which time successful bidders pay the unpaid general ad valorem property taxes plus penalties (i.e., interest penalties and certain other costs). The annual tax sale is usually held during October of any given year in the County. Unpaid general ad valorem property taxes accrue penalties at the rate of 1 1/2% per month from their due date until the date of sale. Taxpayers can redeem their property by paying the purchaser of the delinquent taxes on the property at the general tax sale the amount paid at the sale, plus a penalty. If redemption does not occur within two and one half years and certain procedural requirements are met, the purchaser of the property at the tax sale may petition for, and receive a deed to the property which has been sold for delinquent taxes. Any delinquent Special Taxes for any given year would be included in this general tax sale. If there is no sale of the tax lien on a parcel of property at the annual tax sale, and the taxes remain unpaid, the taxes are forfeited and eligible to be purchased at any time thereafter at an amount equal to all delinquent taxes and interest to the date of purchase. Redemption periods and procedures are the same as applicable to the annual tax sale.

In addition to using the annual tax sale as an enforcement mechanism, a municipality may seek enforcement of unpaid Special Taxes through commencement of foreclosure proceedings pursuant to the Special Service Area Act.

If a delinquency in the payment of the Special Taxes occurs, the Village is authorized by the Special Service Area Act to order institution of an action pursuant to Article 9 of the Illinois Municipal Code (65 ILCS 5/9-1-1, et seq.) to foreclose any lien therefor securing the Special Taxes. In such an action, a court having jurisdiction would enter a foreclosure decree authorizing the sale of the property subject to the lien of the Special Taxes, and the real property subject to the lien of the Special Taxes would be sold at a judicial foreclosure sale. The ability of the Village to foreclose the lien of delinquent unpaid Special Taxes may be limited in certain instances and may require prior consent of the property owner in the event that the property is owned by any receivership of the Federal Deposit Insurance Corporation (the "FDIC"). See "**RISK FACTORS - Bankruptcy**".

Such judicial foreclosure proceedings are not mandatory under the Special Service Area Act. However, in the Trust Indenture, the Village has covenanted with the holders of the Bonds to take all actions, if any, which shall be necessary to provide for the levy and extension, collection and application of the Special Taxes, and to assure the timely collection of the Special Taxes, including without limitation, the enforcement of any delinquent Special Taxes by the commencement and maintenance of an action to foreclose the lien of any delinquent Special Taxes; provided, however, that the Village's obligation to institute any foreclosure action shall only arise if the Village makes the determination that the proceeds from each foreclosure action have a commercially reasonable expectation of exceeding the costs thereof.

No assurances can be given that a judicial foreclosure action, once commenced, will be completed or that it will be completed in a timely manner. See **"RISK FACTORS - Potential Delay and Limitations in Foreclosure Proceedings"** below. Article 9 of the Illinois Municipal Code provides that the municipality or its assignee may file a complaint to foreclose a special service area tax lien in the same manner that foreclosures are permitted by law in case of delinquent general taxes. The "law in case of delinquent general taxes" to which the Illinois Municipal Code refers is the Illinois Revenue Code. Under such foreclosure proceedings, the court adjudicates the existence of a default in the payment obligation and authorizes a foreclosure sale; the sale is conducted and the proceeds distributed according to the respective priorities; the successful bidder is given a certificate of sale; and, if the redemption period expires without a redemption of the special service area taxes, the certificate of sale may be converted to a deed. Although the municipality holds the lien for the local improvement and is therefore the proper party to commence foreclosure procedures, bondholders with bonds secured by special service area taxes may compel the municipality to perform its duty and use all lawful means, including foreclosure, to collect the taxes out of which the bondholders are to be paid. Special service area taxes create a lien that is superior to other liens and encumbrances, and when general property taxes and Special Taxes are both delinquent, the proceeds of any foreclosure action, if insufficient to pay each in full, are divided between them on a pro rata basis. If special service area taxes are not paid in full at a foreclosure sale, and the lien amounts are bid in at such foreclosure sale, then unless the special service area taxes are then redeemed through payment of the amount of the special service area taxes plus interest, the certificate of sale can be converted into a deed to the property only after expiration of the applicable redemption period. The Illinois Constitution prescribes certain minimum redemption periods for unpaid taxes on property, including special service area taxes, but the Illinois General Assembly may create longer redemption periods. For residential property with less than seven dwelling units, the Illinois Constitution provides for a minimum two year redemption period. The corresponding statute, however, permits the delinquent owner of such property to redeem it for two and a half years (35 ILCS 200/21-350). Additionally, in certain circumstances the redemption period may be extended for a period which will expire no later than 3 years from the date of the sale (35 ILCS 200/21-385). If the property can also be considered "vacant non-farm real estate," the Constitution authorizes a reduction of the redemption period to one year, but the statute applicable to special service area taxes contains no such exception.

No assurances can be given that the real property subject to sale or foreclosure and sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent installment of special service area taxes. Neither the Special Service Area Act nor Article 9 of the Illinois Municipal Code requires the Village to purchase or otherwise acquire any lot or parcel of property offered for sale or subject to foreclosure if there is no other purchaser at such sale. Article 9 of the Illinois Municipal Code does specify that the special service area taxes will have the same lien priority in the case of delinquency as the priority of the lien of ad valorem property taxes.

If the Reserve Fund is depleted and delinquencies in the payment of Special Tax exist, there could be a default or delay in payments to the Bond owners pending the annual tax sale and/or prosecution of foreclosure proceedings and receipt by the Village of the sale and/or foreclosure sale proceeds, if any. However, within the limits of the Special Tax Report and the Special Service Area Act, the Village may adjust the Special Tax levied on all property within the Area in future Calendar Years to provide an amount, taking into account such delinquencies, required to pay debt service on the Bonds and to replenish the Reserve Fund. The amounts of the maximum Special Taxes are sufficient to pay the amounts required by the Trust Indenture to be paid on the Bonds (except with respect to a Mandatory Prepayment); however, there are no assurances that the taxes levied will always be collected in their entirety.

Tax Sales and Foreclosures

Parcels delinquent on payment of special taxes were subject to the County Tax Sale held on _____, 2022. Prior to County Tax Sale, purchasers of delinquent property taxes at previous tax sales are eligible to purchase current delinquent property taxes of properties for which they hold outstanding claims. Prior to the tax sale, there were _____ parcels with delinquent special taxes of \$ _____. Delinquent property taxes for all _____ parcels were purchased at the tax sale. The lien and foreclosure remedies provided for in Article 9 of the Illinois Municipal Code shall apply upon the nonpayment of the special tax. **No foreclosures have commenced as of the date of this Official Statement.**

THE SPECIAL SERVICE AREA AND SPECIAL TAX

The Act

Section 7(6) of Article VII of the Illinois Constitution of 1970 permits a non-home rule unit to levy or impose additional taxes upon areas within its boundaries to provide special services to those areas and to pay debt incurred in order to provide those special services in the manner provided by law. Such areas are established pursuant to the provisions of the Special Service Area Act. Under the Special Service Area Act, the Corporate Authorities of the municipality within which the special service area lies constitute the governing body of such special service area.

The Special Service Area Act provides that bonds may be issued to provide for the special services. Such bonds do not constitute indebtedness of the municipality in which the special service area is situated for the purpose of any limitation imposed by any law. Such bonds shall be retired by a tax which may be an ad valorem property tax, a special tax, or a combination of an ad valorem property and a special tax. A special tax may be levied or imposed on any basis that provides a rational relationship between the amount of special tax levied or imposed against each lot or parcel within the special service area and the special service benefit conferred. The Special Service Area Act further provides that the lien and foreclosure remedies provided in Article 9 of the Illinois Municipal Code shall apply on non-payment of any special tax.

The Special Service Area Act contains a provision that allows residents of a special service area to petition the circuit court having jurisdiction to disconnect territory from the special service area if, among other things, such territory was not, is not, and is not intended by the corporate authorities which created the special service area to be benefited or served by services then existing or authorized, and that such territory constitutes less than 1-1/2% of the special service area's total equalized assessed valuation. The Village has represented that no parcel within the Area meets this test.

Establishment of the Area

Pursuant to the Special Service Area Act, the Corporate Authorities of the Village adopted Ordinance No. 2005-28 on August 2, 2005 proposing to establish the Area. Pursuant to a notice published in *The Daily Herald* on August 21, 2005 and pursuant to notice by mail to each person in whose name general taxes for the last proceeding year were paid on each parcel of land within the Area, a public hearing was commenced on September 6, 2005 to further consider establishment of the Area. At a meeting held on October 4, 2005 the Village Board of Trustees adopted the Establishing Ordinance, which established the Area to provide certain special services, and authorized the Village to levy and collect Special Taxes in the manner set forth in the Special Tax Report, to pay principal of and interest on the bonds secured by the Special Taxes. The Village caused the Declaration of Consent and the Establishing Ordinance to be recorded in the Office of the Recorder of Deeds of Kane County prior to the issuance of the Series 2005 Bonds.

Boundaries of the Area

The Area is located near Interstate 90 and Randall Road and generally located north of Higgins Road and East of Galligan Road. See APPENDIX G for an Area map and see APPENDIX H for a legal description of the Area.

The number of units in each plat is summarized below:

Special Service Area No. 15
Land Use Summary
[TO BE UPDATED BY THE VILLAGE]

Number of Residential Dwelling Units/Commercial Acres(1)

Plat	Recorded	Large Lot Single-Family Property	Small Lot Single-Family Property	Duplex Property	Townhome Property	Commercial Property
1A.....	Yes	0	0	0	176	0.00
1B.....	Yes	151	0	0	0	0.00
1B.....	Yes	2	0	0	0	1.70
Resubdivison						
2A.....	Yes	0	0	0	138	0.00
2B.....		0	0	74	0	0.00
2B.....	Yes	0	60	0	0	0.00
Resubdivison.....						
		0				
3.....	Yes	83	0	0	0	0.00
Total.....		236	60	74	314	1.70

Note: (1) Source: the Village.

Currently there is buildable space in the Area for an additional 71 townhome units, 40 duplex units and 56.06 commercial acres that can be developed.

Levy, Abatement and Collection of Special Tax

In Illinois, property taxes levied in one year become payable during the following year as provided in said levy. Pursuant to the Bond Ordinance, the Village has levied the Maximum Parcel Special Tax for all parcels within the Area. Pursuant to the Trust Indenture and the Special Tax Report, the Village has covenanted that prior to the last Tuesday of December of each year the President and Board of Trustees of the Village shall determine the Special Tax Requirement due as provided in the Special Tax Report, taking into account other amounts that may be available to pay principal of and interest on the Bonds and administrative expenses, to amend the Special Tax Roll pursuant to the Special Tax Report and shall, by ordinance, approve the amount of the Special Tax Requirement and direct the County Clerk of Kane County to extend the Special Tax for collection on the tax books in the amounts so determined pursuant to the Special Tax Report against all parcels of taxable property in the Area. The Kane County Clerk must receive the Special Tax Roll by the last Tuesday in December. To the extent possible, the Kane County Clerk incorporates the Special Tax bill into the regular ad valorem property tax bill which will be payable in two equal installments. In the event the Kane County Clerk does not incorporate the Special Tax bill into the regular ad valorem property tax bill, the Village would send a separate tax bill to property owners in the Area. The first installment is payable in June and the second installment is payable in September. The Special Tax levied by the Bond Ordinance shall be abated each year to the extent the taxes levied pursuant to the Bond Ordinance exceed the Special Tax Requirement as calculated by the Village.

At the end of each collection year, the Kane County Treasurer applies to the Circuit Court of Kane County, for a judgment for all unpaid taxes. The Circuit Court of Kane County order resulting from that application for judgment provides for a sale of all property with unpaid taxes. A public sale is held, at which time successful bidders pay the unpaid taxes plus penalties. The annual tax sale is usually held the last week of October in Kane County. Unpaid taxes accrue penalties at the rate of 1 1/2% per month from their due date until the date of sale. Taxpayers can redeem their property by paying the purchaser of the property at the tax sale the amount paid at the sale, plus a penalty. If redemption does not occur within two and one half years and certain procedural requirements are met, the purchaser of the property at the tax sale can receive a deed to the property which has been sold for delinquent taxes. Alternatively, a municipality may seek enforcement of unpaid Special Tax through foreclosure proceedings by seeking in court an adjudication of the existence of a lien and a finding of a failure to pay Special Tax when due. Upon making such a finding, a court having jurisdiction would enter a foreclosure decree authorizing the sale of the property subject to the lien of the Special Tax. See "**SECURITY AND SOURCE OF PAYMENT FOR THE BONDS - Enforcement of Payment of Special Tax**" herein.

Special Service Area Special Tax Report

The following description of the Special Tax Report prepared by the Administrator is qualified in its entirety by reference to the complete form of the Special Tax Report set forth in **APPENDIX C** hereto. *Capitalized terms used in this section, but not defined, shall have the meaning given to such terms in the Special Tax Report.*

The Special Tax Report sets forth the provisions for apportioning and levying the Special Tax in the Area. The Special Tax will be levied in the Area each Calendar Year from 2023 to 2033 and collected each Calendar Year from 2024 to 2034. The amount of Special Tax levied pursuant to the Special Tax Report has been calculated to provide an amount equal to at least 110% of the annual debt service on the Bonds taking into account estimated interest earnings on the Reserve Fund and Administrative Expenses estimated at **\$22,128** per year and escalating annually through 2033 at the rate of one and one-half percent.

The Maximum Parcel Special Taxes levied by the Village within the Area in 2022 shall not exceed \$1,022,756 and beginning in 2023 shall be increased by 1.75% per year through 2033, provided, however, that in no event shall the Maximum Parcel Special Taxes levied exceed \$1,237,801.00 in 2033, the final year the Maximum Parcel Special Taxes shall be levied. Subject, however, to the mandatory prepayment provisions set forth in the Special Tax Report, the Special Tax Bond Prepayment amount shall not exceed the principal amount of the Bonds plus any Premium, Defeasance and Fees as such terms are defined in the Special Tax Report, less the Reserve Fund Credit and the Capitalized Interest Credit, plus any delinquent Special Taxes on the Parcel for which the prepayment is being made, including any applicable penalties and related costs. See "**THE BONDS -Optional Prepayment of Special Tax**" and "**-Mandatory Sinking Fund – Special Mandatory Redemption from Optional and Mandatory Prepayment of Special Tax.**" To date no prepayments have been made.

Maximum Special Tax

The following table sets forth certain information concerning the Special Tax, including the aggregate Maximum Parcel Special Tax to be levied in levy years 2022 through 2033 and to be collected in calendar years 2023 through 2034, and the Total Maximum Parcel Special Tax which has been levied pursuant to the Bond Ordinance.

Maximum Special Tax for Levy Years 2022-2033(1)

Levy Year(2)	Large Lot Single-Family Property Dwelling Unit	Small Lot Single-Family Property Dwelling Unit	Duplex Property Dwelling Unit	Townhome Property Dwelling Unit	Commercial Property Acre	Total SSA No. 15 Maximum Parcel Special Taxes
2022	\$1,975	\$1,284	\$1,204	\$1,204	\$8,129	\$1,022,756
2023	2,010	1,307	1,225	1,225	8,271	1,040,655
2024	2,045	1,330	1,246	1,246	8,416	1,058,866
2025	2,081	1,353	1,268	1,268	8,563	1,077,396
2026	2,117	1,377	1,290	1,290	8,713	1,096,251
2027	2,154	1,401	1,313	1,313	8,865	1,115,435
2028	2,192	1,425	1,336	1,336	9,021	1,134,955
2029	2,230	1,450	1,359	1,359	9,178	1,154,817
2030	2,269	1,476	1,383	1,383	9,339	1,175,026
2031	2,309	1,502	1,407	1,407	9,502	1,195,589
2032	2,349	1,528	1,432	1,432	9,669	1,216,512
2033	2,390	1,555	1,457	1,457	9,838	1,237,801

Notes: (1) Source: David Taussig & Associates, Inc.
 (2) Taxes to be collected in year after levy year.

Administrative Services

The Administrator will provide administrative services for the Special Service Area for the Village pursuant to an Administrative Services Agreement. David Taussig & Associates, Inc., who served as the previous Administrator, prepared the Special Tax Report. Under the Administrative Services Agreement, the Administrator will (i) maintain a Parcel database necessary to extend, bill and collect the Special Taxes, (ii) calculate the amount of Special Taxes to be abated for the Area, (iii) prepare an annual report for the Area, (iv) facilitate billing of the Special Taxes, (v) monitor tax receipts and collections, (vi) track Special Taxes prepayment amounts and Special Reserve Fund Credits, (vii) field taxpayer inquiries, and (viii) calculate any rebate on the Bonds.

Value-to-Lien Ratio of Special Service Area Property(1)

Based solely upon the County Assessor Valuation information below, the following table sets forth the estimated value-to-lien ratio based on \$7,335,000 (subject to change) aggregate principal amount of the Bonds:

2021 Assessed Market Value of Special Service Area Property	\$	\$266,196,882
Outstanding Bonded Debt ⁽²⁾	\$	7,335,000
Value to Lien Ratio ⁽²⁾⁽³⁾		36.29

Notes: (1) Source: Kane County Clerk and the Village.
 (2) Excludes the Series 2014 Bonds to be refunded and is subject to change.
 (3) The ratio reflects the value to lien for the Bonds and does not take into account any existing or future overlapping debt issued by the Village or other public entity with the ability to levy ad valorem taxes on the Special Service Area.

The estimated value-to-lien ratio is based on the County Assessor Valuation which may not accurately reflect the "market value" of the property, if determined by a licensed appraiser. No assurance can be given that the foregoing ratio can or will be given that the foregoing ratio can or will be maintained during the period of time the Bonds are outstanding both because property values could drop and because the Village and other public entities over which the Village has no control could issue additional indebtedness secured by a lien on a parity with the lien securing payment of the Special Taxes or payable through the levy or imposition of a tax on a parity with the Special Taxes or payable through the levy or imposition of a tax on a parity with the Special Ad Valorem Tax.

Tax Assessment and Collection Procedures

Under state law, local assessment officers are responsible for determining the assessed valuation of taxable real property including railroad property not used for transportation purposes. Certain other types of taxable property, including railroad property used for transportation purposes and pollution control equipment, are assessed by the Illinois Department of Revenue (the "Department"). Valuations determined by local assessment officers are subject to appeal and review at the county level and then, in general, to equalization by the Department. Such equalization is achieved by applying to each county's assessments a multiplier determined by the Department. The purpose of equalization is to provide a common basis of assessments among counties by adjusting assessments toward the statutory standard of 33-1/3% of fair market value. Farmland is assessed according to a statutory formula which takes into account factors such as productivity and crop mix. Taxes are extended against the assessed values after equalization. Certain statutory exemptions provide for reductions in assessed valuation or for limitations upon increases in assessed valuation to qualifying taxpayers.

Property tax levies of each taxing body, such as the County, are filed in the office of the county clerk of each county in which territory of the taxing body is located. The county clerk computes the rates and amounts of taxes applicable to taxable property subject to the tax levies of each taxing body and determines the dollar amount of taxes attributable to the respective parcels of taxable property. The county clerk then supplies to the appropriate collecting officials within the county the information needed to bill the taxes in respect to the various parcels therein.

After the taxes have been collected, the collecting officials distribute to the various taxing bodies their respective shares of the taxes collected. Taxes levied in one calendar year are due and payable in two installments during the next calendar year. Taxes not paid when due are subject to a penalty of 1-1/2% per month until paid. Unpaid property taxes constitute a lien against the property subject to the tax.

Property Tax Rate for Proceeds within Special Service Area

[TO BE UPDATED]

2021 Full Value	\$	266,196,882
2021 Equalized Assessed Value	\$	88,732,294

The following table sets forth a statement of general ad valorem taxes, based on current rates, that would be expected to be assessed against Parcels improved with detached Large Singel Family Homes, Duplexes and Townhomes in the Area based on the assessed values for such property set forth below and the most recent tax bill received by an owner of property in the Area.

**Ad Valorem Taxes
 The Village**

	<u>Large-Lot Single Family</u>	<u>Small-Lot Single Family</u>	<u>Duplex</u>	<u>Townhome</u>
Market Value	\$347,525	\$381,554	\$330,573	\$227,921
Assessed Value.....	115,830	127,172	110,180	75,966
Multiplier	1	1	1	1
S/A Equalized Value	115,830	127,172	110,180	75,966
Average Homeowners Exemption.....	<u>(6,000)</u>	<u>(6,000)</u>	<u>(6,000)</u>	<u>(6,000)</u>
Taxable Valuation.....	\$109,830	\$121,172	\$104,180	\$ 69,966
	Tax Rates (%) Large-Lot <u>Single Family(2)</u>	Tax Rates (%) Large-Lot <u>Single Family(2)</u>	Tax Rates (%) <u>Duplex(2)</u>	Tax Rates (%) <u>Townhome(2)</u>
<u>Taxing Agency:</u>				
Kane County.....	\$0.3322	\$0.3322	\$0.3322	\$0.3322
Kane County Forest Preserve District.....	0.1367	0.1367	0.1367	0.1367
Rutland Township.....	0.0316	0.0316	0.0316	0.0316
Rutland Township Road District.....	0.0522	0.0522	0.0522	0.0522
Village of Gilberts	0.5126	0.5126	0.5126	0.5126
Dundee School District 300	5.1415	5.1415	5.1415	5.1415
Elgin Community College District 509.....	0.4225	0.4225	0.4225	0.4225
Fox River Valley Public Library District	0.1669	0.1669	0.1669	0.1669
Rutland Dundee Fire District.....	<u>0.6004</u>	<u>0.6004</u>	<u>0.6004</u>	<u>0.6004</u>
Total Tax Rate.....	\$7.3968	\$7.3968	\$7.3968	\$7.3968
Representative Ad Valorem Tax	\$8,124	\$8,963	\$7,706	\$5,175

Notes: (1) Source: Kane County Clerk.
 (2) Tax rates are based on tax year 2022 and assume a parcel improved with a Large-Lot Single Family Home, Small-Lot Single Family Home, Duplex or Townhome in the Village.

History of Special Tax Payments

The following table sets forth the Special Tax payments made for the past five years.

History of Special Tax Payments(1)

<u>Levy Year</u>	<u>Collection Year</u>	<u>Special Taxes to be Collected</u>	<u>Special Taxes Paid</u>	<u>Percent Collected</u>
2017.....	2018.....	\$820,690	\$820,987	100.00%
2018.....	2019.....	805,001	805,001	100.00%
2019.....	2020.....	795,006	795,006	100.00%
2020.....	2021.....	850,004	850,004	100.00%
2021.....	2022.....	873,969	873,969	100.00%
2022.....	2023.....	910,006	-----In Collection-----	

Note: (1) Source: Kane County Treasurer..

Equalized Assessed Valuation of the Special Service Area(1)

<u>Tax Year</u>	<u>Residential</u>	<u>Commercial</u>	<u>Total EAV</u>
2018.....	\$72,667,305	\$18,351	\$72,685,656(2)
2019.....	80,299,014	20,372	80,319,386
2020.....	82,632,835	20,635	82,653,470
2021.....	88,710,067	22,227	88,732,294
2022.....			

Notes: (1) Source: The Village.
 (2) Percentage change based off 2017 EAV of \$75,672,504.

Special Service Area Number Fifteen Special Tax Bonded Debt(1) (Principal Only)

<u>Calendar Year</u>	<u>Series 2014 (3/1)</u>	<u>The Bonds(2) (3/1)</u>	<u>Less: the Series 2014 Bonds(2) (3/1)</u>	<u>Total Outstanding Bonds(2)</u>	<u>Cumulative Retirement(2)</u>	
					<u>Amount</u>	<u>Percent</u>
2024	\$ 465,000	\$ 0	\$ (465,000)	\$ 0	\$ 0	0.00%
2025	495,000	490,000	(495,000)	490,000	490,000	6.68%
2026	530,000	530,000	(530,000)	530,000	1,020,000	13.91%
2027	575,000	575,000	(575,000)	575,000	1,595,000	21.75%
2028	620,000	615,000	(620,000)	615,000	2,210,000	30.13%
2029	665,000	660,000	(665,000)	660,000	2,870,000	39.13%
2030	715,000	710,000	(715,000)	710,000	3,580,000	48.81%
2031	770,000	765,000	(770,000)	765,000	4,345,000	59.24%
2032	825,000	820,000	(825,000)	820,000	5,165,000	70.42%
2033	885,000	880,000	(885,000)	880,000	6,045,000	82.41%
2034	950,000	945,000	(950,000)	945,000	6,990,000	95.30%
2035	<u>1,000,000</u>	<u>345,000</u>	<u>(1,000,000)</u>	<u>345,000</u>	<u>7,335,000</u>	<u>100.00%</u>
Total	\$8,495,000	\$7,335,000	\$(8,495,000)	\$7,335,000		

Notes: (1) Source: the Village.
 (2) Subject to change.

Detailed Overlapping Bonded Debt(1) (As of September 15, 2023)

	<u>Outstanding Debt(2)</u>	<u>Applicable to Village</u>	
		<u>Percent(3)</u>	<u>Amount</u>
<u>Schools:</u>			
School District No. 158.....	\$ 97,206,063	0.02%	\$ 21,232
Community Unit School District No. 300.....	212,690,000	5.79%	12,315,973
Community College District No. 509.....	133,850,000	1.80%	<u>2,412,918</u>
Total Schools.....			\$14,750,124
<u>Others:</u>			
Kane County	\$ 20,045,000	1.52%	\$ 304,270
Kane County Forest Preserve District.....	95,120,000	1.52%	1,443,861
Dundee Township Park District.....	15,171,645	0.45%	68,910
Huntley Park District.....	2,817,000	0.01%	199
Huntley Area Public Library District	11,280,000	0.02%	<u>2,581</u>
Total Others			\$ 1,819,821
Total Schools and Other Overlapping Bonded Debt.....			\$16,569,945

Notes: (1) Source: Kane County Clerk and the MSRB's Electronic Municipal Market Access website ("EMMA").
 (2) Outstanding debt includes alternate revenue source bonded debt.
 (3) Overlapping debt percentages based on 2022 EAV, the most current available.

THE VILLAGE **[TO BE UPDATED BY THE VILLAGE]**

General

In 1839, settlers arrived at what is now known as the Village of Gilberts. The Village was platted in 1855, incorporated in 1890 and until the 1960's was predominately a farming community. The Village, a non-home rule community as defined by the Illinois Constitution, is now a diverse residential community covering approximately 10 square miles. The Village is located approximately 45 miles northwest of downtown Chicago, in northern Kane County.

Village Organization and Administration

The Village is governed by an elected President and Village Board. The President is the Village's chief executive officer and is selected to a four-year term. The Corporate Authorities are elected on a non-partisan at large basis. Day-to-day operations of the Village are directed by the Village Administrator. The Village provides a broad range of services including police protection, planning, zoning and building inspection; water operation; and the maintenance of highways, streets and infrastructure.

Community Services

The Village has its own police department with one full-time Police Chief, one full-time Administrative Specialist, eight full-time officers and 11 sworn part-time officers. The police department covers over five square miles of area and is supplemented by mutual aid agreements with surrounding municipalities.

Fire protection is provided by the Rutland-Dundee Fire Protection District, which currently has **nine** full-time paid personnel with an additional **30** part-time personnel. The District currently has two fire stations, one of which is located in the Village.

Recreational opportunities are provided by the Village Parks Department and Huntley Park District. Library services are provided by Dundee Township.

Hospital Services are provided by Sherman Hospital and St. Joseph Hospital, both in the City of Elgin, approximately 7 and 5 miles, respectively, from the Village.

Education

Education is provided by two separate school Villages. Dundee Community Unit School District Number 300, which is a unit school district that serves the southern portion of the Village and Consolidated School District 158 that serves the northern portion of the Village. Elgin Community College District Number 509 is a two-year public institution of higher learning that provides adult educational programs. Other colleges in the area are Judson University, a four-year private institution located by the City of Elgin and Northern Illinois University, a four-year public institution.

Transportation

Illinois Route 72 is a major east-west roadway through the Village. In addition, Randall Road is a major north-south roadway that connects with I-90. Residents can reach the Loop in about an hour by car.

The Village is served by the Big Timber Station of the Northwestern line of the Union Pacific Railroad which provides commuter service to downtown Chicago.

O'Hare International Airport is located 35 miles southeast of the Village. Midway Airport is located 55 miles southeast of the Village. The Aurora Municipal Airport, established in 1959, is located in the County and caters to corporate clientele.

SOCIOECONOMIC INFORMATION

Employment

Substantial employment is available in surrounding communities and throughout the Chicago metropolitan area. Numerous employers are located within the Village and in surrounding communities.

The following employment data shows a consistently diverse and strong growth trend for employment in Kane County. This data is **NOT** comparable to similar U.S. Census statistics, which would include government employment, and establishments not covered by the Illinois Unemployment Insurance Program, and could classify employment categories differently.

Kane County Private, Non-Agricultural Employment Covered by the Illinois Unemployment Insurance Act(1)

	(Data as of March for each Year)				
	2018	2019	2020	2021	2022
Farm and Forestry	544	518	436	456	441
Mining and Quarrying.....	120	119	197	103	107
Construction	10,124	10,256	10,281	10,057	10,453
Manufacturing.....	32,832	31,401	30,848	30,054	30,800
Transportation, Communications, Utilities.....	6,868	6,794	7,059	6,685	6,853
Wholesale Trade.....	13,755	14,892	13,896	13,026	13,157
Retail Trade.....	20,643	19,818	20,073	19,861	20,221
Finance, Insurance, Real Estate	8,781	8,554	8,376	8,334	8,040
Services(2)	<u>86,921</u>	<u>86,209</u>	<u>82,909</u>	<u>76,194</u>	<u>86,306</u>
Total	<u>180,588</u>	<u>178,561</u>	<u>174,075</u>	<u>164,770</u>	<u>176,378</u>

Notes: (1) Source: Illinois Department of Employment Security.
 (2) Includes unclassified establishments.

Population Trend(1)

	2010	2020	2017-2021 Estimates
The Village	6,879	8,366	8,220
The County	515,269	516,522	518,648
The State	12,830,632	12,812,508	12,821,813

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2017 to 2021.

Following are lists of large employers located in the Village and in the surrounding area.

Major Village Employers(1)

Name	Product/Service	Approximate Employment
Scurto.....	Concrete Contractor	248
R. M. Sellergren.....	Contractor	230
Midwest Integrated Companies.....	Transportation	155
Community School District 300.....	Education	75
MAX Maintenance Solutions.....	Building Maintenance Services	46
Safety Socket LLC.....	Screws, Nuts and Bolts.....	41
Selee Corp.....	Ceramic Products.....	38
Suburban Plastics Co.....	Plastics.....	38
R. Cleveland Corp.....	Communications Specialization.....	35
Forming Concepts, Inc.....	Wholesale Concrete Construction Equipment.....	30

Note: (1) Source: the Village's Annual Comprehensive Financial Report for the fiscal year ended April 30, 2022.

Major Area Employers(1)

Location	Name	Product/Service	Approximate Employment
Carpentersville.....	OTTO Engineering, Inc.....	Corporate Headquarters and Electronic Switches.....	500
Carpentersville.....	Revcor, Inc.....	Fans and Blowers	400
Carpentersville.....	Polynt Composites USA, Inc.....	Paints and Resins	250
Huntley.....	HIWIN Corp.....	Motion Control Products.....	200
Huntley.....	Rohrer Corp.....	Packaging Products	200
Lake In The Hills.....	AFC Food Products Group, Inc.....	Composites.....	150
Algonquin.....	Kenmode Precision Metal Stamping.....	Metal Stamping.....	150
Pingree Grove.....	Minuteman International, Inc.....	Corporate Headquarters and Cleaning Equipment.....	150
Carpentersville.....	Trim-Rite, Inc.....	Corporate Headquarters and Meat Packing and Processing	150
Carpentersville.....	Acme Industrial Co., Inc.....	Machine Parts.....	136
East Dundee.....	Apet, Inc.....	Wholesale Pets.....	133
Huntley.....	H.S. Crocker Co., Inc., Huntley Specialty Plant.....	Corporate Headquarters and Paper Products.....	130

Note: (1) Source: 2023 Illinois Manufacturers Directory, 2023 Illinois Services Directory.

The following tables show employment by industry and by occupation for the Village, the County, and the State as reported by the U.S. Census Bureau 2017-2021 American Community Survey 5-year estimated values.

Employment by Industry(1)

Classification	The Village		The County		The State	
	Number	Percent	Number	Percent	Number	Percent
Agriculture, Forestry, Fishing and Hunting, and Mining.....	0	0.0%	1,069	0.4%	63,543	1.0%
Construction.....	248	5.5%	17,299	6.5%	341,322	5.4%
Manufacturing.....	715	15.9%	42,168	15.8%	736,045	11.7%
Wholesale Trade.....	117	2.6%	10,065	3.8%	180,597	2.9%
Retail Trade.....	92	2.1%	28,655	10.8%	650,853	10.4%
Transportation and Warehousing, and Utilities.....	378	8.4%	16,540	6.2%	422,657	6.7%
Information.....	45	1.0%	3,753	1.4%	108,866	1.7%
Finance and Insurance, and Real Estate and Rental and Leasing.....	791	17.6%	20,443	7.7%	462,893	7.4%
Professional, Scientific, and Management, and Administrative and Waste Management Services.....	586	13.1%	32,910	12.4%	772,112	12.3%
Educational Services and Health Care and Social Assistance.....	686	15.3%	50,861	19.1%	1,468,505	23.4%
Arts, Entertainment and Recreation and Accommodation and Food Services.....	420	9.4%	24,502	9.2%	541,868	8.6%
Other Services, Except Public Administration.....	145	3.2%	10,426	3.9%	288,901	4.6%
Public Administration.....	264	5.9%	7,452	2.8%	235,311	3.8%
Total.....	4,487	100.0%	266,143	100.0%	6,273,473	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2017 to 2021.

Employment by Occupation(I)

Classification	The Village		The County		The State	
	Number	Percent	Number	Percent	Number	Percent
Management, Business, Science and Arts	2,132	47.5%	97,629	36.7%	2,555,193	40.7%
Service	352	7.8%	43,221	16.2%	1,038,968	16.6%
Sales and Office	1,080	24.1%	61,370	23.1%	1,310,129	20.9%
Natural Resources, Construction, and Maintenance	480	10.7%	20,051	7.5%	450,520	7.2%
Production, Transportation, and Material Moving.....	443	9.9%	43,872	16.5%	918,663	14.6%
Total	4,487	100.0%	266,143	100.0%	6,273,473	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2017 to 2021.

Annual Average Unemployment Rates(I)

Calendar Year	The Village	The County	The State
2014	5.3%	6.9%	7.2%
2015	4.5%	5.8%	6.0%
2016	4.6%	5.5%	5.9%
2017	4.3%	4.8%	4.9%
2018	4.3%	4.9%	4.4%
2019	4.1%	4.3%	4.0%
2020(2)	9.0%	9.3%	9.3%
2021	5.3%	6.0%	6.1%
2022	4.2%	4.5%	4.6%
2023(3)	N/A	5.4%	4.5%

- Notes: (1) Source: Illinois Department of Employment Security.
 (2) The Village attributes the increase in unemployment rates to the COVID-19 pandemic.
 (3) Preliminary rates for the month of July 2023.

Building Permits

Residential building permits have averaged \$ [redacted] over the last five full years in the Village, excluding the value of land.

Village Building Permits(I)

(Excludes the Value of Land)

Calendar Year	New Residential		New Commercial		Other		Total Value
	Units	Value	Units	Value	Units	Value	
2014	19	\$ 2,618,862	1	\$6,601,245	196	\$2,495,223	\$11,715,330
2015	44	4,184,001	0	0	205	1,853,600	6,037,601
2016	110	11,140,671	2	1,850,000	361	4,023,702	17,014,373
2017	35	3,500,000	1	829,000	390	4,353,860	8,682,860
2018	29	3,200,000	0	0	414	4,510,386	7,710,386
2019	22	2,200,000	1	6,000,000	243	3,082,919	11,282,919
2020	19	2,120,000	0	0	425	5,720,057	7,840,057
2021	—	—	—	—	—	—	—
2022	—	—	—	—	—	—	—
2023(2)	—	—	—	—	—	—	—

- Notes: (1) Source: the Village.
 (2) As of [redacted], 2023.

Housing

The U.S. Census Bureau 5-year estimated values reported that the median value of the Village's owner-occupied homes was \$265,600. This compares to \$255,900 for the County and \$212,600 for the State. The following table represents the five year average market value of specified owner-occupied units for the Village, the County and the State at the time of the 2017-2021 American Community Survey.

Home Values(I)

Value	The Village		The County		The State	
	Number	Percent	Number	Percent	Number	Percent
Less than \$50,000	0	0.0%	2,825	2.1%	192,095	5.9%
\$50,000 to \$99,999	0	0.0%	4,960	3.6%	403,882	12.3%
\$100,000 to \$149,999	54	2.4%	11,793	8.7%	444,981	13.6%
\$150,000 to \$199,999	601	26.4%	23,883	17.5%	496,767	15.1%
\$200,000 to \$299,999	919	40.3%	42,315	31.1%	747,742	22.8%
\$300,000 to \$499,999	704	30.9%	41,208	30.3%	663,366	20.2%
\$500,000 to \$999,999	0	0.0%	8,097	5.9%	268,376	8.2%
\$1,000,000 or more	0	0.0%	1,054	0.8%	62,113	1.9%
Total	2,278	100.0%	136,135	100.0%	3,279,322	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2017 to 2021.

Mortgage Status(I)

Value	The Village		The County		The State	
	Number	Percent	Number	Percent	Number	Percent
Housing Units with a Mortgage	1,939	85.1%	95,109	69.9%	2,051,911	62.6%
Housing Units without a Mortgage	339	14.9%	41,026	30.1%	1,227,411	37.4%
Total	2,278	100.0%	136,135	100.0%	3,279,322	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2017 to 2021.

Income

Per Capita Personal Income for the Highest Income Counties in the State(I)

Rank	2017 to 2021
1.....	DuPage County \$50,344
2.....	Lake County..... 49,440
3.....	Monroe County 43,614
4.....	McHenry County 43,047
5.....	Cook County 41,706
6.....	Kane County..... 40,661
7.....	Will County 40,493
8.....	Menard County 39,054
9.....	Woodford County..... 38,480
10.....	Kendall County 38,343
11.....	Grundy County..... 38,206
12.....	Sangamon County 37,892

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2017 to 2021.

The following shows the median family income for counties in the Chicago metropolitan area.

Ranking of Median Family Income(1)

<u>County</u>	<u>Family Income</u>	<u>Rank</u>
DuPage County.....	\$122,334	1
Lake County.....	117,633	2
Will County.....	110,844	3
Monroe County.....	110,229	4
McHenry County.....	108,681	5
Kendall County.....	107,982	6
Kane County.....	103,791	7
Cook County.....	89,553	14

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2017 to 2021.

The U.S. Census Bureau 5-year estimated values reported that the Village had a median family income of \$102,151. This compares to \$103,791 for the County and \$91,408 for the State. The following table represents the distribution of family incomes for the Village, the County and the State at the time of the 2017-2021 American Community Survey.

Family Income(1)

<u>Income</u>	<u>The Village</u>		<u>The County</u>		<u>The State</u>	
	<u>Number</u>	<u>Percent</u>	<u>Number</u>	<u>Percent</u>	<u>Number</u>	<u>Percent</u>
Under \$10,000.....	0	0.0%	2,533	1.9%	99,702	3.2%
\$10,000 to \$14,999.....	0	0.0%	1,649	1.3%	56,625	1.8%
\$15,000 to \$24,999.....	94	4.3%	3,822	2.9%	146,576	4.7%
\$25,000 to \$34,999.....	0	0.0%	6,035	4.6%	183,329	5.9%
\$35,000 to \$49,999.....	98	4.5%	10,956	8.3%	296,320	9.5%
\$50,000 to \$74,999.....	211	9.6%	20,038	15.2%	488,349	15.6%
\$75,000 to \$99,999.....	514	23.4%	17,855	13.6%	434,374	13.9%
\$100,000 to \$149,999.....	642	29.3%	30,871	23.5%	654,077	20.9%
\$150,000 to \$199,999.....	413	18.8%	17,347	13.2%	347,963	11.1%
\$200,000 or more.....	220	10.0%	20,440	15.5%	424,363	13.6%
Total.....	2,192	100.0%	131,546	100.0%	3,131,678	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2017 to 2021.

The U.S. Census Bureau 5-year estimated values reported that the Village had a median household income of \$101,298. This compares to \$88,935 for the County and \$72,563 for the State. The following table represents the distribution of household incomes for the Village, the County and the State at the time of the 2017-2021 American Community Survey.

Household Income(1)

<u>Income</u>	<u>The Village</u>		<u>The County</u>		<u>The State</u>	
	<u>Number</u>	<u>Percent</u>	<u>Number</u>	<u>Percent</u>	<u>Number</u>	<u>Percent</u>
Under \$10,000.....	123	4.6%	6,379	3.5%	289,764	5.9%
\$10,000 to \$14,999.....	0	0.0%	3,906	2.2%	172,660	3.5%
\$15,000 to \$24,999.....	94	3.5%	8,787	4.8%	365,922	7.4%
\$25,000 to \$34,999.....	0	0.0%	11,432	6.3%	379,283	7.7%
\$35,000 to \$49,999.....	182	6.8%	17,283	9.5%	528,830	10.7%
\$50,000 to \$74,999.....	368	13.7%	28,459	15.7%	801,687	16.3%
\$75,000 to \$99,999.....	467	17.4%	24,570	13.6%	634,032	12.9%
\$100,000 to \$149,999.....	747	27.8%	37,711	20.8%	841,113	17.1%
\$150,000 to \$199,999.....	483	18.0%	20,053	11.1%	418,667	8.5%
\$200,000 or more.....	220	8.2%	22,683	12.5%	498,297	10.1%
Total.....	2,684	100.0%	181,263	100.0%	4,930,255	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2017 to 2021.

Retail Activity

The table below shows the distribution of the municipal portion and Non-Home Rule portion of the Retailer's Occupation, Service Occupation and Use Tax ("Sales Tax") collected by the State Department of Revenue from retailers within the Village. The table indicates the level of retail activity in the Village.

Retailer's Occupation, Service Occupation and Use Tax(I)

State Fiscal Year Ending June 30	Municipal Tax(2)	Percent Change +/-	Non-Home Rule Sales Tax	Percent Change +/-	Total	Percent Change +/-
2014	\$191,623	2.51%	\$173,277	5.29%	\$ 364,900	3.81%
2015	208,285	8.69%	190,014	9.66%	398,298	9.15%
2016	226,616	8.80%	208,988	9.99%	435,604	9.37%
2017	258,356	14.01%	240,988	15.31%	499,344	14.63%
2018	287,428	11.25%	256,831	6.57%	544,259	8.99%
2019	269,973	-6.07%	246,597	-3.98%	516,570	(5.09%)
2020	285,058	5.59%	259,688	5.31%	544,746	5.45%
2021	327,304	14.82%	296,059	14.01%	623,364	14.43%
2022	511,683	56.33%	468,260	58.16%	979,943	57.20%
2023	563,753	10.18%	519,069	10.85%	1,082,822	10.50%
Growth from 2014 to 2023		194.20%	Growth from 2014 to 2023	199.56%	Growth from 2014 to 2023	196.74%

- Notes: (1) Source: Illinois Department of Revenue.
 (2) Tax distributions are based on records of the Illinois Department of Revenue relating to the 1% municipal portion of the Retailers' Occupation, Service Occupation and Use Tax, collected on behalf of the Village, less a State administration fee. The municipal 1% includes tax receipts from the sale of food and drugs which are not taxed by the State.
 (3) The 2014 percentage change is based on a 2013 total Village sales tax of \$351,498.

Public Act 101-0009, effective June 5, 2019, included the "Leveling the Playing Field for Illinois Retailers Act." This legislation requires certain remote retailers to collect and remit state and locally-imposed sales taxes for the jurisdiction where the product is delivered (destination) starting on July 1, 2020. Information from the Illinois Municipal League (IML) indicates that "local governments could receive \$92 million per state fiscal year." There will, however, be a decrease in collections of Use Tax. Ultimately, the IML anticipates that municipalities will experience a net increase as a result of Public Act 101-0009.

History of Income Tax

A portion of the Income Tax Revenues are the distributions to the Village by the State of Illinois (the "State") of certain taxes imposed pursuant to the Motor Fuel Tax Law, as supplemented and amended from time to time, or substitute taxes therefore as provided by the State in the table below. A five-year history of such Income Tax Revenues and Income Tax revenues for the fiscal years ended 2018 through 2022 is as follows:

Fiscal Year Ending April 30	Income Tax Revenues Distribution(2)
2018	\$ 623,801
2019	667,875
2020	745,576
2021	788,590
2022	1,081,441

- Notes: (1) Source: the Village's Comprehensive Annual Financial Reports for fiscal years ended April 30, 20118 - April 30, 2022.
 (2) The Fiscal Year 2018 Budget, the Fiscal Year 2019 Budget and the Fiscal Year 2020 Budget contain a provision reducing the amount of income tax revenue to be deposited into the Local Government Distributive Fund for distribution to municipalities, like the Village, by 10% for State Fiscal Year 2018 and by 5% for State Fiscal Year 2019 and State Fiscal Year 2020. The Village cannot determine at this time the financial impact of this provision on its overall financial condition for the future.

PROPERTY ASSESSMENT AND TAX INFORMATION

For the 2022 levy year, the Village's EAV was comprised of 93.41% residential, 5.29% industrial, and 1.30% commercial, farm, and railroad property valuations.

Village Equalized Assessed Valuation(1)

Property Class:	Levy Years				
	2018	2019	2020	2021	2022
Residential.....	\$200,180,711	\$211,958,115	\$222,385,248	\$230,526,349	\$247,684,336
Farm.....	1,197,969	1,278,527	865,650	921,368	954,979
Commercial.....	1,945,444	2,002,441	1,967,243	1,984,788	2,022,620
Industrial.....	12,410,500	12,771,375	13,611,169	13,738,354	14,014,013
Railroad.....	<u>352,644</u>	<u>385,018</u>	<u>401,421</u>	<u>436,905</u>	<u>479,368</u>
Total.....	\$216,087,268	\$228,395,476	\$239,230,731	\$247,607,764	\$265,155,316
Percent Change.....	6.66%(3)	5.70%	4.74%	3.50%	7.09%

Notes: (1) Source: Kane County Clerk.
 (2) Percentage change based on 2017 EAV of \$202,592,470.

Representative Total Tax Rates(1) (Per \$100 EAV)

Tax Rates:	Levy Years				
	2018	2019	2020	2021	2022
Kane County.....	\$0.3877	\$0.3739	\$0.3618	\$0.3522	\$0.3322
Kane County Forest Preserve District.....	0.1607	0.1549	0.1477	0.1435	0.1367
Rutland Township.....	0.0345	0.0330	0.0327	0.0323	0.0316
Rutland Township Road District.....	0.0598	0.0572	0.0567	0.0560	0.0522
Village of Gilberts.....	0.5500	0.5358	0.5276	0.5207	0.5126
Dundee School District 300.....	5.6964	5.4778	5.3822	5.3253	5.1415
Elgin Community College District 509.....	0.5075	0.4865	0.4439	0.4514	0.4225
Fox River Valley Public Library District.....	0.1798	0.1737	0.1705	0.1704	0.1669
Rutland Dundee Fire District.....	<u>0.6447</u>	<u>0.6332</u>	<u>0.6202</u>	<u>0.6059</u>	<u>0.6004</u>
Total Tax Rate(2).....	\$8.2211	\$7.9259	\$7.7433	\$7.6576	\$7.3968

Notes: (1) Source: Kane County Clerk.
 (2) Representative tax rates for other government units are from Rutland Township tax code 035, which represents the largest portion of the Village's 2022 EAV, the most current available.

Village Tax Rate Trend(1) (Per \$100 EAV)

Tax Rates:	Levy Years				
	2018	2019	2020	2021	2022
Corporate.....	\$0.1512	\$0.1713	\$0.1665	\$0.2039	\$0.2161
Police Protection.....	0.1824	0.1648	0.1584	0.1510	0.1661
Police Pension.....	0.1808	0.1598	0.1700	0.1320	0.0958
Audit.....	0.0022	0.0035	0.0029	0.0029	0.0029
Liability Insurance.....	0.0111	0.0128	0.0101	0.0108	0.0108
Social Security.....	0.0222	0.0237	0.0196	0.0200	0.0201
Revenue Recapture.....	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>	<u>0.0003</u>	<u>0.0010</u>
Total Tax Rate(2).....	\$0.5500	\$0.5358	\$0.5276	\$0.5207	\$0.5126

Note: (1) Source: Kane County Clerk.

Tax Extensions and Collections(I)

Levy Year	Fiscal Year Ended	Taxes Extended(2)	Total Collections	
			Amount	Percent
2016.....	2018.....	\$1,069,847	\$1,068,205	99.85%
2017.....	2019.....	1,143,574	1,143,436	99.99%
2018.....	2020.....	1,188,394	1,185,265	99.74%
2019.....	2021.....	1,223,721	1,222,557	99.90%
2020.....	2022.....	1,289,412	1,261,072	97.80%

Note: (1) Source: the Village's Annual Comprehensive Financial Report for the fiscal year ended April 30, 2022.

Principal Taxpayers(I)

Taxpayer Name	Business/Service	2022 EAV(2)
Chilcott LLC.....	Real Property.....	\$ 5,727,878
Cabot Properties Inc.....	Real Estate Agency.....	5,925,859
Sola Paragon LLC.....	Real Property.....	1,029,185
Glogovsky Real Estate LLC.....	Real Property.....	818,210
First American Bank Waitcus Trust.....	Real Property.....	790,210
Hayden Properties LLC.....	Real Property.....	600,170
SS Exit LLC.....	Real Property.....	521,007
Gilberts & Groves LLC.....	Real Property.....	503,901
Resi LLC.....	Real Property.....	503,465
96 Center LLC.....	Real Property.....	449,375
Total.....		\$16,869,260
Ten Largest Taxpayers as Percent of Village's 2022 EAV (\$265,155,316).....		6.36%

- Notes (1) Source: Kane County Clerk.
 (2) Every effort has been made to seek out and report the largest taxpayers. However, many of the taxpayers listed contain multiple parcels, and it is possible that some parcels and their valuations have been overlooked. The 2022 EAV is the most current available.

RISK FACTORS

Investment in the Bonds involves risks which may not be appropriate for certain investors. The following is a discussion of certain risk factors which should be considered, in addition to other matters set forth in this Official Statement, in evaluating the Bonds. This discussion does not purport to be comprehensive or definitive. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners on the Site to pay their Special Taxes when due. Such failures to pay Special Taxes could result in the inability of the Village to make full and punctual payments of debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property on the Site.

Limited Source of Funds

The Bonds, together with the interest thereon, are limited obligations of the Village, payable solely from the Special Taxes and the amounts on deposit in certain of the funds and accounts established and maintained under the Trust Indenture, all as more fully set forth therein. The Bonds are not general obligations of the Village and do not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation. No holder of the Bonds shall have the right to compel the exercise of any taxing power of the Village for payment of principal thereof or interest or premium, if any, thereon. See "**SECURITY AND SOURCE OF PAYMENT FOR THE BONDS - General**" herein.

Overlapping Indebtedness

The Special Taxes and any penalties assessed for failure to pay such Special Taxes will constitute a lien against the parcels of land on which they will be levied until such Special Taxes are paid. Such lien will be on a parity with all special taxes and special assessments which may be levied by other agencies and the lien for general ad valorem real property taxes regardless of when they are imposed upon the same property. The Village, however, has no control over the ability of other entities and districts to issue indebtedness secured by special taxes or assessments payable from all or a portion of the property within the Development.

The ability of an owner of land within the Development to pay the Special Taxes could be adversely affected if additional debt is issued or additional taxes or assessments are levied which are payable by the owners of land within the Development. The imposition of additional liens, whether public or private, may reduce the ability or willingness of the landowners to pay the Special Taxes.

Assessment Delinquencies

In order to pay debt service on the Bonds, it is necessary that the Special Taxes be paid in a timely manner. See "**SECURITY AND SOURCE OF PAYMENT FOR THE BONDS**" for a discussion of the provisions which apply, and procedures which the Village is obligated to follow under the Trust Indenture, in the event of delinquencies in the payment of Special Assessments. See "**RISK FACTORS - Potential Delay and Limitations in Foreclosure Proceedings**" and "**- Bankruptcy**" below, for a discussion of limitations on the Village's ability to foreclose the lien of delinquent unpaid Special Assessment in certain circumstances.

Potential Delay and Limitations in Foreclosure Proceedings

The ability of the Village to foreclose the lien of a delinquent unpaid Assessment may be limited by bankruptcy, insolvency and other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. See "**RISK FACTORS - Bankruptcy**." In addition, the prosecution of a foreclosure could be delayed due to many reasons, including crowded local court calendars or lengthy procedural delays.

The ability of the Village to foreclose the lien of a delinquent unpaid Assessment payment may be limited with regard to properties in which the FDIC or any successor to the FDIC may acquire an interest. The FDIC currently does not have an interest in the land within the Development. However, if a lender takes a security interest in property in the Development and becomes insolvent, such a lender could fall under the jurisdiction of the FDIC. The FDIC could assert federal preemptive power to challenge any prior taxes, special taxes and assessments where it is in their interest to do so, including the requirement that local agencies obtain the consent of the FDIC in order to foreclose the lien of delinquent Special Taxes.

If the Village is required to obtain the consent of the FDIC to foreclose on property located in the Development, such consent could be denied and the Village might be unable to pursue foreclosure proceedings. Additionally, obtaining such consent could delay the foreclosure proceedings. Any delay in foreclosure proceedings or the inability of the Village to foreclose on property in the Development in which the FDIC has an interest could result in a delay or default in payment of the Bonds.

In addition, potential investors should be aware that judicial foreclosure proceedings are not summary remedies and can be subject to significant procedural and other delays caused by crowded court calendars and other factors beyond the control of the Development or the Village. In addition, the Illinois Constitution prescribes certain minimum redemption periods, which may be as long as three years, in the event of foreclosure. See "**SECURITY AND SOURCE OF PAYMENT FOR THE BONDS**". It should be assumed that under current conditions, it is estimated that a judicial foreclosure of the lien of the Assessment could take several years from initiation of litigation to the lien foreclosure sale.

Delays and uncertainties in the Assessment lien foreclosure process create significant risks for Bondowners. High rates of Assessment payment delinquencies which continue during the pendency of protracted Assessment lien foreclosure proceedings, could result in the rapid, total depletion of the Debt Service Reserve Account prior to replenishment from the resale of parcels in the Development upon foreclosure. In that event, there could be a default in payments of the principal of, and interest on, the Bonds.

Condemnation

There may be an occasion where property within the Site is acquired by a unit of government through condemnation. When this occurs, the unit of government that acquired the property may seek to have the property declared exempt from taxation under the general exemption provisions of the Illinois Property Tax Code. A declaration that a property is exempt from taxation under these provisions does not, however, extend to special assessments. Notwithstanding the inapplicability of general exemption laws to special assessments, special assessments have been declared invalid where the property to be assessed is either owned by the State or the United States Government.

In addition, there is no assurance that future legislation will not be considered or enacted which will extend these general exemption provisions to special assessments or that judicial interpretations of existing Illinois law relating to the inapplicability of the general exemption provisions may be reconsidered or modified as to materially adversely affect the ability to collect the Assessment from such properties owned by units of local government.

Bankruptcy

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Although a bankruptcy proceeding would not cause the Special Taxes to become extinguished, the amount and priority of any Assessment Lien could be modified if the value of the property falls below the value of the lien. If the value of the property is less than the lien, such excess amount could be treated as an unsecured claim by a bankruptcy court having jurisdiction. In addition, bankruptcy of a property owner could result in a delay in commencement and completion foreclosure proceedings. Such delay would increase the likelihood of a delay or default in payment of the principal of, and interest on, the Bonds and the possibility of delinquent tax Assessment installments not being paid in full.

Loss of Tax Exemption

Interest on the Bonds could become includible in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds as a result of a failure of the Village to comply with certain provisions of the Code. Should such an event of taxability occur, the Bonds are not subject to early redemption and will remain outstanding to maturity or until redeemed under the optional redemption provision of the Trust Indenture.

Limited Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Occasionally, because of general market conditions, lack of current information, the absence of a credit rating for the Bonds or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. In addition, prices of issues for which a market is being made will depend on then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Secondary Market and Prices

The Underwriter presently does not intend to engage in secondary market trading of the Bonds. The Underwriter is not obligated to engage in secondary trading or to repurchase any of the Bonds at the request of the Owners thereof. No assurance can be given that a secondary market for any of the Bonds will be available and no assurance can be given that the initial offering prices for the Bonds will continue for any period of time.

Risk of Legislative and Judicial Changes

Future legislation, regulations, governmental or judicial interpretation of regulations or legislation or practices and procedures related to property tax assessment, levy, collections or distribution could have a material effect on the calculation or availability of the Assessment. There is no assurance that legislation will not be considered or enacted in the future, and unless provision is made in such legislation for special service areas generally in Illinois, the generation of the Assessment could be materially adversely affected.

Information Not Verified

Information concerning the Development has been obtained from the Village, the Servicing Agent, and other sources believed to be reliable, but much of that information involves predictions of future events, such as sales and ability of homeowners and other property owners to pay their share of the Assessment; such information is, by its nature, not subject to verification.

MUNICIPAL ADVISOR

The Village has engaged Speer Financial, Inc. as municipal advisor (the “Municipal Advisor”) in connection with the issuance and sale of the Bonds. The Municipal Advisor is a Registered Municipal Advisor in accordance with the rules of the MSRB (as defined herein). The Municipal Advisor will not participate in the underwriting of the Bonds. The financial information included in the Official Statement has been compiled by the Municipal Advisor. Such information does not purport to be a review, audit or certified forecast of future events and may not conform with accounting principles applicable to compilations of financial information. The Municipal Advisor is not obligated to undertake any independent verification of or to assume any responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement, nor is the Municipal Advisor obligated by the Village’s continuing disclosure undertaking.

UNDERWRITING

Bernardi Securities, Inc., Northfield, Illinois (the “Underwriter”) has agreed to purchase all but not less than all of the Bonds at a price of \$_____ (reflecting the par amount of \$_____, plus a net reoffering premium of \$_____, and less an Underwriter’s discount of \$_____). It is anticipated that delivery of the Bonds will occur on the date shown on the cover page hereof. The Bonds may be offered and sold to certain dealers (including the Underwriter or other dealers depositing Bonds into investment trusts) at prices or yields other than such public offering prices or yields shown in the Final Official Statement, and such public offering prices or yields may be changed, from time to time, by the Underwriter.

LEGAL OPINIONS

Legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approving legal opinion of Foley & Lardner LLP, Chicago, Illinois, Bond Counsel. The proposed form of the opinion of Bond Counsel is included herein as **APPENDIX E**. Certain legal matters will be passed upon for the Underwriter by its counsel, Ice Miller LLP, Chicago, Illinois; and for the Village, by its counsel, Ancel Glink, P.C., Chicago, Illinois.

REGISTRATION, TRANSFER AND EXCHANGE

The Bonds will be issued in book-entry only form and DTC will act as securities depository for the Bonds. See **“THE BONDS- Book-Entry-Only System”**. If for any reason the Bonds cease to be held in book-entry only form, the following information will be relevant.

The Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered Owner or its duly authorized attorney, may, at the option of the registered Owner thereof, and upon payment by such registered Owner of any charges which the Trustee may make as provided in the Trust Indenture, be exchanged for an equal aggregate principal amount of Bonds of the same maturity and interest rate of any other Authorized Denominations.

The Bonds shall be transferable only upon the Bond Register maintained by the Trustee in its capacity as Bond Registrar, at the corporate trust office of the Trustee, by the registered Owner thereof in person or by its attorney duly authorized in writing, upon surrender thereof at the principal corporate trust office of the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Owner or its duly authorized attorney. Upon the transfer of any such Bond the Village shall cause the Trustee to issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount, maturity and interest rate as the surrendered Bond, of Authorized Denominations.

The Village and the Trustee may deem and treat the person in whose name any Bond shall be registered on the Bond Register as the absolute Owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered Owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Village nor the Trustee shall be affected by any notice to the contrary.

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Village shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchanges or transfers shall forthwith be delivered to the Trustee and cancelled or retained by the Trustee. For every such exchange or transfer of Bonds, the Village or the Trustee may charge a fee sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. The Bond Registrar shall not be required to transfer or exchange Bonds (a) following the close of business on the Record Date preceding any Interest Payment Date, (b) for a period beginning 15 days before the sending of any notice of redemption, or (c) after notice calling any Bonds for redemption has been sent.

TAX MATTERS

On the date of issuance and delivery of the Bonds, Bond Counsel, will deliver an approving opinion with respect to the Bonds. The form of opinion expected to be delivered by Bond Counsel is attached as **APPENDIX E**. A summary of the opinion of Bond Counsel and a general discussion of certain other tax matters relating to the Bonds are set forth below.

Bond Counsel, is of the opinion that under existing law, interest on the Bonds is not includable in the gross income of the owners thereof for Federal income tax purposes. If there is continuing compliance by the Village with the applicable requirements of the Code, Bond Counsel is of the opinion that interest on the Bonds will continue to be excluded from the gross income of the owners thereof for Federal income tax purposes. Bond Counsel is further of the opinion that interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; however, interest on the Bonds is taken into account in determining “adjusted financial statement income” for purposes of computing the federal alternative minimum tax on certain corporations beginning after December 31, 2022. Interest on the Bonds is not exempt from State income taxes.

The Code contains certain requirements that must be satisfied from and after the date of issuance of the Bonds. These requirements relate to the use and investment of the proceeds of the Bonds, the payment of certain amounts to the United States, the security and source of payment of the Bonds and the use of property financed with the proceeds of the Bonds.

Covenants to Comply

The Village has covenanted in the Trust Indenture to comply with the requirements of the Code relating to the exclusion from gross income for Federal income tax purposes of interest on the Bonds.

Risks of Non-Compliance

In the event that the Village fails to comply with the requirements of the Code, interest on the Bonds may become includable in the gross income of the owners thereof for Federal income tax purposes retroactive to the date of issue. In such event, the Trust Indenture requires neither acceleration of payment of principal of, or interest on, the Bonds nor payment of any additional interest or penalties to the owners of the Bonds.

Bonds Purchased at a Premium or a Discount

The difference (if any) between the initial price at which a substantial amount of each maturity of the Bonds is sold to the public (the “Offering Price”) and the principal amount payable at maturity of such Bonds is given special treatment for Federal income tax purposes. If the Offering Price is higher than the maturity value of a Bond, the difference between the two is known as “bond premium”; if the Offering Price is lower than the maturity value of a Bond, the difference between the two is known as “original issue discount”.

The bond premium and original issue discount are amortized over the term of a Bond on the basis of the owner’s yield from the date of purchase to the date of maturity, compounded at the end of each accrual period of one year or less with straight line interpolation between compounding dates, as provided more specifically in the Income Tax Regulations. The amount of bond premium accruing during each period is treated as an offset against interest paid on the Bond and is subtracted from the owner’s tax basis in the Bond. The amount of original issue discount accruing during each period is treated as interest that is excludable from the gross income of the owner of such Bond for Federal income tax purposes, to the same extent and with the same limitations as current interest, and is added to the owner’s tax basis in the Bond. A Bond’s adjusted tax basis is used to determine whether, and to what extent, the owner realizes taxable gain or loss upon disposition of the Bond (whether by reason of sale, acceleration, redemption prior to maturity or payment at maturity of the Bond).

Owners who purchase Bonds at a price other than the Offering Price, after the termination of the initial public offering or at a market discount should consult their tax advisors with respect to the tax consequences of their ownership of the Bonds. In addition, owners of Bonds should consult their tax advisors with respect to the state and local tax consequences of owning the Bonds; under the applicable provisions of state or local income tax law, bond premium and original issue discount may give rise to taxable income at different times and in different amounts than they do for Federal income tax purposes.

Exclusion From Gross Income Requirements

The Code sets forth certain requirements that must be satisfied on a continuing basis in order to preserve the exclusion from gross income for Federal income tax purposes of interest on the Bonds. Among these requirements are the following:

Limitations on Private Use. The Code includes limitations on the amount of Bond proceeds that may be used in the trade or business of, or used to make or finance loans to, persons other than governmental units.

Investment Restrictions. Except during certain “temporary periods,” proceeds of the Bonds and investment earnings thereon (other than amounts held in a reasonably required reserve or replacement fund, if any, or as part of “minor portion”) may generally not be invested in investments having a yield that is “materially higher” (1/8 of one percent) than the yield on the Bonds.

Rebate of Arbitrage Profit. Unless the Village qualifies for one of several exemptions from rebate, earnings from the investment of the “gross proceeds” of the Bonds in excess of the earnings that would have been realized if such investments had been made at a yield equal to the yield on the Bonds are required to be paid to the United States at periodic intervals. For this purpose, the term “gross proceeds” includes the original proceeds of the Bonds, amounts received as a result of investing such proceeds, and amounts to be used to pay debt service on the Bonds.

Federal Income Tax Consequences

Pursuant to Section 103 of the Code, interest on the Bonds is excluded from the gross income of the owners thereof for Federal income tax purposes. However, the Code contains a number of other provisions relating to the treatment of interest on the Bonds which may affect the taxation of certain types of owners, depending on their particular tax situations. Some of the potentially applicable Federal income tax provisions are described in general terms below. **PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS CONCERNING THE PARTICULAR FEDERAL INCOME TAX CONSEQUENCES OF THEIR OWNERSHIP OF THE BONDS.**

A. *Cost of Carry.* Owners of the Bonds will generally be denied a deduction for otherwise deductible interest on any debt that is treated for Federal income tax purposes as having been incurred or continued to purchase or carry the Bonds.

B. *Individual Owner.* Receipt of interest on the Bonds may increase the amount of Social Security and Railroad Retirement benefits included in the gross income of the recipients thereof for Federal income tax purposes.

C. *Certain Blue Cross or Blue Shield Organizations.* Receipt of interest on the Bonds may reduce a special deduction otherwise available to certain Blue Cross or Blue Shield organizations.

D. *Property or Casualty Insurance Companies.* Receipt of interest on the Bonds may reduce otherwise deductible underwriting losses of a property or casualty insurance company.

E. *Corporate Owners.* Interest on the Bonds is generally taken into account in computing the earnings and profits of a corporation and consequently may be subject to federal income taxes based thereon. Thus, for example, interest on the Bonds is taken into account in computing the branch profits tax imposed on certain foreign corporations, the passive investment income tax imposed on certain S corporations, and the accumulated earnings tax.

F. *Foreign Personal Holding Company Income.* A United States shareholder of a foreign personal holding company may realize taxable income to the extent that interest on the Bonds held by such a company is properly allocable to the shareholder.

No assurance can be given that any future legislation or clarifications or amendments to the Code, if enacted into law, will not cause the interest on the Bonds to be subject, directly or indirectly, to federal or state income taxation, or otherwise prevent the Bondholders from realizing the full current benefit of the tax status of the interest thereon. Further, no assurance can be given that any such future legislation, or any actions of the Internal Revenue Service including, but not limited to, selection of the Bonds for audit examination, or the course or result of any examination of the Bonds, or other bonds which present similar tax issues, will not affect the market price for the Bonds.

QUALIFIED TAX-EXEMPT OBLIGATIONS

The Bonds have been designated by the Village as “qualified tax-exempt obligations” under the small issuer exception provided under Section 265(b)(3) of the Code, which affords banks and certain other financial institutions more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code.

CONTINUING DISCLOSURE

To assist the Underwriter in complying with SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission, pursuant to the Securities Exchange Act of 1934 (the “Rule”), the Village will enter into a Continuing Disclosure Agreement (the “Disclosure Agreement”) for the benefit of the owners (including beneficial owners) of the Bonds to be executed and delivered by the Village on the date the Bonds are delivered. The Disclosure Agreement obligates the Village to provide certain annual financial information and operating data relating to the Village annually to the Municipal Securities Rulemaking Board (the “MSRB”) and to provide to the MSRB notice of the occurrence of certain events with respect to the Bonds which are listed in the Rule. Information provided to the MSRB is required to be submitted through its Electronic Municipal Market Access (“EMMA”) system or through any system that may be prescribed by the MSRB in the future.

The Disclosure Agreement provides that the annual financial information will be filed not later than 240 days after the end of each fiscal year. The Village’s fiscal year ends April 30. The type of information comprising the annual financial information and the specific listed events are set forth in the form of the Disclosure Agreement attached hereto as Appendix I. A failure by the Village to comply with the Disclosure Agreement will not constitute an event of default on the Bonds (although owners of the Bonds will have the right to compel performance of the obligations under the Disclosure Agreement). Nevertheless, such a failure must be reported in accordance with the Rule and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the liquidity of the Bonds and their market price.

NO LITIGATION

On the date of delivery of and payment for the Bonds, the Village will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending with respect to which the Village has been served with process or is otherwise aware, or, to the knowledge of the officer of the Village executing such certificate, threatened against the Village affecting the existence of the Village, or the titles of its officers to their respective offices or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Bond Ordinance and/or the Trust Indenture, or the collection or application of the Special Taxes, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Ordinance, the Trust Indenture or any action of the Village contemplated by any of the said documents, or the collection or application of the Special Taxes, or in any way contesting the completeness or accuracy of the Bond Ordinance, the Trust Indenture or any amendments or supplements hereto, or contesting the powers of the Village contemplated by any of said documents, nor, to the knowledge of the officer of the Village executing such certificate, is there any basis therefor.

INVESTMENT RATING

S&P Global Ratings has assigned their rating of “___” (___ Outlook), to the Bonds, with the understanding that, upon delivery of the Bonds, a bond insurance policy will be issued by ___ (“___”). Such ratings reflect only the views of such organization and any desired explanation of the significance of such rating should be obtained from the rating agency furnishing the same, at the following address: S&P Global Ratings, 55 Water Street, New York, New York 10041.

Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds. Except as may be required by the Disclosure Agreement described in “**CONTINUING DISCLOSURE**”, the form of which is attached hereto as **APPENDIX I**, neither the Village nor the Underwriter undertakes responsibility to bring to the attention of the owners of the Bonds any proposed change in or withdrawal of the rating or to oppose any such revision or withdrawal.

MISCELLANEOUS

The references, excerpts, and summaries of documents and statutes contained in this Official Statement do not purport to be complete statements of the provisions of such documents and statutes, and reference is made to all such documents and statutes for full and complete statements of their terms and provisions.

The estimates, assumptions, statistical and financial information, and all other information contained in this Official Statement have been compiled from official and other sources believed to be reliable; however, none of such estimates, assumptions, or information is guaranteed by the Village, the Service Agent, or the Underwriter as to completeness or accuracy.

Any statement made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, is set forth as such and not as a representation of fact; no representation is made that any of the estimates contained herein will be realized. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any offer or sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Village or the Development since the date hereof.

AUTHORIZATION

We have examined this Official Statement dated _____, 2023 for the \$7,335,000* Special Service Area Number Fifteen, Special Tax Refunding Bonds, Series 2023, believe it to be true and correct and will provide to the Underwriter on the date of issuance of the Bonds a certificate confirming that to the best of our knowledge, information, and belief, the information in the Official Statement, including any addenda thereto, was as of its date, and is on the date of issuance of the Bonds, true and correct in all material respects and does not include any untrue statement of a material fact, nor does it omit the statement of any material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

VILLAGE OF GILBERTS, ILLINOIS

By: _____
Its: Village President

VILLAGE OF GILBERTS, ILLINOIS

By: _____
Its: Village Administrator

**Subject to change.*

APPENDIX A
DEFINITIONS FROM TRUST INDENTURE

APPENDIX B
SPECIMEN BOND INSURANCE POLICY

APPENDIX C
SPECIAL ASSESSMENT ROLL

APPENDIX D
THE SERVICING AGREEMENT

APPENDIX E
PROPOSED FORM OF OPINION OF BOND COUNSEL

APPENDIX F

VILLAGE OF GILBERTS, KANE COUNTY, ILLINOIS
FISCAL YEAR 2022 AUDITED FINANCIAL STATEMENTS

APPENDIX G
MAP OF THE DEVELOPMENT

APPENDIX H
LEGAL DESCRIPTION OF THE AREA

APPENDIX I
CONTINUING DISCLOSURE AGREEMENT

EXHIBIT E
Escrow Agreement

ESCROW AGREEMENT

This Escrow Agreement, dated as of _____, 2023, by and between the Village of Gilberts, Kane County, Illinois (the “**Village**”) and Amalgamated Bank of Chicago, an Illinois banking association (the “**Escrow Agent**”), is being entered into in connection with the refunding of the Prior Bonds (as defined below). The parties hereto, in consideration of the mutual promises and agreements herein set forth agree as follows:

WITNESSETH:

ARTICLE I. DEFINITIONS

Section 1.1. The following words and terms used in this Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning. Terms not otherwise defined herein shall have the meaning set forth in the Trust Indenture:

“**Agreement**” means this Escrow Agreement between the Village and the Escrow Agent.

“**Beginning Cash**” has the meaning set forth in Section 2.2 of this Agreement.

“**Bond Registrar**” means Amalgamated Bank of Chicago, as bond registrar for the Prior Bonds.

“**Callable Bonds**” means collectively, the Prior Bonds maturing on March 1, 2025 in the principal amount of \$495,000, the Prior Bonds maturing on March 1, 2029 in the principal amount of \$2,386,000, and the Prior Bonds maturing on March 1, 2035 in the principal amount of \$5,139,000.

“**Code**” means Section 148 of the Internal Revenue Code of 1986, and all lawful regulations promulgated thereunder.

“**Escrow Account**” means the trust fund established in Section 2.2 of this Agreement by the deposit of the Government Securities and the Beginning Cash (as defined herein).

“**Government Securities**” means the noncallable direct obligations on deposit with the Escrow Agent for the purpose of refunding the Prior Bonds[, which includes the SLGS] [, which includes the [_____ Money Market Fund] described in Exhibit A hereto].

“**Maturing Bonds**” means the Prior Bonds maturing on March 1, 2024 in the principal amount of \$465,000.

“**Optional Redemption Date**” means March 1, 2024, the date on which the Callable Bonds are to be redeemed as described in Section 3.8 of this Agreement.

“**Prior Bond Ordinance**” means Ordinance No. 09-2014 of the Village adopted on April 15, 2014 authorizing the issuance of the Prior Bonds.

“**Prior Bonds**” means the \$11,720,000 original principal amount of the Village of Gilberts, Kane County, Illinois Special Service Area Number Fifteen Special Tax Refunding Bonds, Series 2014, dated June 14, 2014, issued by the Village pursuant to the Prior Trust Indenture authorized under the Prior Bond Ordinance, of which \$[8,485,000] is currently outstanding and which mature on March 1 in the years, in the principal amounts, and bearing interest at the rates per annum as follows:

<u>Year of Maturity</u>	<u>Original Principal Amount</u>	<u>Outstanding Principal Amount</u>	<u>Interest Rate</u>
2024	\$ 465,000	\$ 465,000	3.70%
2025	495,000	495,000	3.85
2029	2,390,000	2,386,000	5.00
2035	5,145,000	5,139,000	5.00

“**Prior Trust Indenture**” means the Trust Indenture dated as of June 1, 2014 pursuant to which the Prior Bonds were issued.

“**Redemption Price**” means 100% of the principal amount of the Callable Bonds plus accrued interest to the Redemption Date.

“**Series 2023 Bond Ordinance**” means Ordinance No. _____ of the Village adopted on [October 17, 2023], authorizing the issuance of the Series 2023 Bonds.

“**Series 2023 Bonds**” means the \$ _____ Village of Gilberts, Kane County, Illinois Special Service Area Number Fifteen Special Tax Refunding Bonds, Series 2023, dated _____, 2023, authorized to be issued by the Series 2023 Bond Ordinance.

[“**SLGS**” means the United States Treasury obligations – State and Local Government Series purchased with Bond proceeds and deposited hereunder, as more particularly described in Exhibit A to this Agreement.]

“**Trustee**” means Amalgamated Bank of Chicago, as trustee and bond registrar for the Prior Bonds.

“**Village Clerk**” means the Village Clerk of the Village.

ARTICLE II. CREATION OF ESCROW

Section 2.1. The Village by the Series 2023 Bond Ordinance and a bond order executed pursuant hereto, has authorized the issue and delivery of the Series 2023 Bonds, a portion of the proceeds of which are to be used to refund the Callable Bonds and pay the Maturing Bonds with the initial cash deposit and the purchase on behalf of the Village of the Government Securities. Such initial cash deposit and Government Securities will provide all moneys necessary to pay the

Redemption Price of the Callable Bonds on the Optional Redemption Date and pay the Maturing Bonds on the same date. In addition the Village has instructed the Trustee to transfer from the Reserve Fund for the Prior Bonds to the Bond and Interest Fund \$_____ to deposit in the Bond and Interest Fund to pay the principal and interest due on the Bonds Maturing when due. Such amounts shall be used for no other purpose.

Section 2.2. The Village shall deposit \$_____ from the proceeds of the Series 2023 Bonds into the Escrow Account, \$_____ of which shall be used for the purpose of purchasing the Government Securities and \$0.____ of which shall remain uninvested and constitutes the beginning cash escrow deposit (the “**Beginning Cash**”). The Beginning Cash and the Government Securities shall be contained in an irrevocable trust fund account for the Village (the “**Escrow Account**”) to be held by the Escrow Agent for the benefit of the holders of the Prior Bonds. Funds held in the Escrow Account shall be applied by the Escrow Agent to pay the Redemption Price of the Callable Bonds on the Optional Redemption Date and to pay the Maturing Bonds on the same date.

Section 2.3. [The Escrow Agent and the Village have each received the report of _____, _____, Illinois, attached as Exhibit B to this Agreement (the “**Verification Report**”), showing that the principal of and income and profit to be received from the Government Securities, when paid at maturity, and the Beginning Cash held in accordance with Section 2.2 hereof, will be sufficient to pay the Redemption Price of the Callable Bonds on the Optional Redemption Date and the Maturing Bonds on the same date.]

ARTICLE III. COVENANTS OF ESCROW AGENT

The Escrow Agent covenants and agrees with the Village as follows:

Section 3.1. The Escrow Agent will hold the Government Securities, the Beginning Cash, and all interest income or profit derived therefrom and all uninvested cash in the Escrow Account for the sole and exclusive benefit of the holders of the Prior Bonds until final payment thereof.

Section 3.2. [The Escrow Agent will reinvest all available uninvested balances in the Escrow Account on deposit from time to time, whenever said balances exceed \$1,000, but only in zero-yield obligations issued directly by the Bureau of Public Debt of the United States Treasury (currently designated “U.S. Treasury Securities – State and Local Government Series Certificates of Indebtedness, Notes or Bonds”). Investments so made shall be scheduled to mature on the Optional Redemption Date. Such investments shall be made only to the extent permitted by, and shall be made in accordance with, the applicable statutes, rules and regulations governing such investments issued by the Bureau of Public Debt. The Escrow Agent shall hold balances not so invested in the Escrow Account on demand and in trust for the purposes hereof and shall secure same in accordance with applicable Illinois law for the securing of public funds. Substitution of any Government Security shall be permitted only upon delivery of a new Verification Report in substantially the form and substance as the report attached hereto as Exhibit B and upon receipt of an opinion of nationally reorganized bond counsel to the effect that such substitution will not adversely affect the tax-exempt status of the interest on the Prior Bonds.]

Section 3.3. The Escrow Agent will take no action in the investment or securing of the proceeds of the Government Securities which would cause the Prior Bonds or the Series 2023 Bonds to be classified as “arbitrage bonds” under the Code; *provided*, it shall be under no duty to affirmatively inquire whether the Government Securities as deposited are properly invested under the Code, and *provided further*, it may rely on all specific directions in this Agreement in the investment or reinvestment of balances held hereunder.

Section 3.4. The Escrow Agent will promptly collect the principal, interest or profit from the Government Securities and promptly deliver the same as necessary to the Trustee to be applied to the payment of the Maturing Bonds when due and to the payment of the Redemption Price of the Callable Bonds on the Optional Redemption Date.

Section 3.5. The Escrow Agent will remit to the Trustee, in good funds, moneys sufficient to pay, when due, the Maturing Bonds and to pay the Redemption Price of the Callable Bonds on the Optional Redemption Date, and such remittance shall fully release and discharge the Escrow Agent from any further duty or obligation thereto under this Agreement.

Section 3.6. The Escrow Agent will make no payment of fees, due or to become due, of the Escrow Agent, the Trustee, or the Bond Registrar for the Prior Bonds from the Escrow Account, and the Village covenants to pay the same as they become due.

Section 3.7. The initial charges, fees, and expenses of the Escrow Agent for carrying out the duties, terms and provisions of this Agreement have been paid in advance, and all of the charges, fees and expenses of the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement shall be paid solely therefrom.

Section 3.8. The Village has instructed the Trustee in Section 5.5 hereof to call the Callable Bonds for redemption and payment prior to maturity on the Optional Redemption Date. The Escrow Agent in its role also as Bond Registrar for the Prior Bonds will give a timely notice of the call of the Callable Bonds as provided in the Prior Trust Indenture. The Village has provided for the payment pursuant to Section 3.7 hereof of the out of pocket expenses of the Escrow Agent and the Bond Registrar incurred in the giving of such notice. The time, manner, and form of giving notice of the call for redemption of the Callable Bonds shall be as set forth in the Prior Trust Indenture.

Section 3.9. The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful breach of trust, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall be deemed to have failed to take any such action, unless and until it shall have been indemnified by the Village to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees and, if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery.

Section 3.10. The Escrow Agent may in good faith buy, sell, or hold and deal in any of the Bonds or the Prior Bonds.

Section 3.11. The Escrow Agent will submit to the Village Clerk a statement of the Escrow Account within 15 days after March 31, 2024, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement from the date hereof to March 2, 2024 and also listing the Government Securities on deposit therewith on the date of said report, including all moneys held by it received as interest on or profit from the collection of the Government Securities.

Section 3.12. If on any date it shall appear to the Escrow Agent that the available proceeds of the Government Securities and deposits on demand in the Escrow Account will not be sufficient to make any payment due to the holders of any of the Callable Bonds and the Maturing Bonds, the Escrow Agent shall notify the Village Clerk and the Village, not less than five (5) days prior to such date, and the Village agrees that it will from any funds legally available for such purpose make up the anticipated deficit so that no default in the making of any such payment will occur.

ARTICLE IV. COVENANTS OF VILLAGE

The Village covenants and agrees with the Escrow Agent as follows:

Section 4.1. The Escrow Agent shall have no responsibility or liability whatsoever for (a) any of the recitals of the Village herein; (b) the performance of or compliance with any covenant, condition, term or provision of the Series 2023 Bond Ordinance or the Indenture for the Series 2023 Bonds; and (c) any undertaking or statement of the Village hereunder or under the Series 2023 Bond Ordinance or the Indenture for the Series 2023 Bonds.

Section 4.2. All payments to be made by, and all acts and duties required to be done by, the Escrow Agent under the terms and provisions of this Agreement, shall be made and done by the Escrow Agent without any further direction or authority of the Village or the Village Clerk.

Section 4.3. The Village will take no action regarding the proceeds of the Series 2023 Bonds which would cause the Series 2023 Bonds to be classified as “arbitrage bonds” under the Code, and the Village will take any and all further action necessary to ensure that adequate provision is made for the payment of the Prior Bonds and that neither the Prior Bonds nor the Series 2023 Bonds are classified as “arbitrage bonds” under the Code.

ARTICLE V. AMENDMENTS; REINVESTMENT OF FUNDS; IRREVOCABILITY OF AGREEMENT

Section 5.1. This Agreement may be amended or supplemented, the Government Securities or any portion thereof sold or redeemed, or invested or reinvested only as set forth in Section 3.2 hereof and as hereinafter provided (any such amendment, supplement, direction to sell or redeem or invest to be referred to as a “**Subsequent Action**”), upon submission to the Escrow Agent of each of the following:

(1) Certified copy of proceedings of the Village authorizing the Subsequent Action and copy of the document effecting the Subsequent Action signed by duly designated officers of the Village.

(2) An opinion of nationally recognized bond counsel or tax counsel nationally recognized as having an expertise in the area of tax-exempt municipal bonds that the Subsequent Action will not violate the covenants of the Village not to cause the Series 2014 Bonds or Prior Bonds to become “**arbitrage bonds**” under applicable provisions of the Code.

(3) An opinion of a firm of nationally recognized independent certified public accountants that the funds available or to be available for payment of the Prior Bonds (which shall consist solely of direct noncallable full faith and credit obligations of the United States of America and cash and deposits on demand held in trust by the Escrow Agent hereunder) will remain sufficient to pay the Redemption Price of the Callable Bonds on the Optional Redemption Date after the taking of the Subsequent Action.

Section 5.2. Except as provided in Section 5.1, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

Section 5.3. Except as provided in Section 5.1, all of the rights, powers, duties and obligations of the Village hereunder shall be irrevocable and shall not be subject to amendment by the Village and shall be binding on any successor to the officials now comprising the Village during the term of this Agreement.

Section 5.4. Except as provided in Section 5.1, all of the rights, powers, duties and obligations of the Village Clerk hereunder shall be irrevocable and shall not be subject to amendment by the Village Clerk and shall be binding on any successor to said official now in office during the term of this Agreement.

Section 5.5. The Village hereby irrevocably instructs the Escrow Agent, in its capacity as Trustee for the Prior Bonds, in accordance with Section 12.1(c) of the Prior Trust Indenture, to (i) pay principal and interest on the Maturing Bonds when due, (ii) call the Callable Bonds for Redemption on the Optional Redemption Date, (iii) pay the Redemption Price of the Callable Bonds on the Optional Redemption Date; (iv) send to all registered owners of the Bonds a notice that a deposit has been made with the Escrow Agent and that the Prior Bonds are deemed to have been paid and stating the maturities of the Prior Bonds upon which moneys are to be available for the payment of the principal of, and interest on, the outstanding Prior Bonds, and (v) send, not less than thirty (30) days and not more than sixty (60) days prior to the Optional Redemption Date, the required notice of redemption of the Callable Bonds in accordance with the Prior Trust Indenture.

**ARTICLE VI.
NOTICES TO THE VILLAGE,
THE VILLAGE CLERK AND THE ESCROW AGENT**

Section 6.1. All notices and communications to the Village and to the Village Clerk shall be addressed in writing to:

Village Clerk
Village of Gilberts
87 Galligan Road
Gilberts, Illinois 60136

or at such other address as is furnished from time to time by the Village.

Section 6.2. All notices and communications to the Escrow Agent shall be addressed in writing to:

Amalgamated Bank of Chicago
30 North LaSalle Street, 38th Floor
Chicago, Illinois 60602
Attention: Corporate Trust Department

or at such other address as is furnished from time to time by the Escrow Agent.

**ARTICLE VII.
TERMINATION OF AGREEMENT**

Section 7.1. Upon final disbursement of funds sufficient to pay the Redemption Price of the Callable Bonds on the Optional Redemption Date and to pay the Maturing Bonds on the same date as hereinabove provided, the Escrow Agent will transfer any balance remaining in the Escrow Account to Amalgamated Bank of Chicago, as trustee for the Series 2023 Bonds for deposit in the Bond and Interest Fund after satisfaction of any rebate obligation owed with respect to the Prior Bonds, with due notice thereof sent to the Village, and thereupon this Agreement shall terminate.

[Signature Page Follows]

IN WITNESS WHEREOF, the Village President and Board of Trustees of the Village of Gilberts, Illinois, have caused this Agreement to be signed in its name by its Village President, and to be attested by its Village Clerk under its seal hereunder affixed, and Amalgamated Bank of Chicago, not individually, but in the capacity as hereinabove described, has caused this Agreement to be signed in its corporate name by one of its officers and attested by one of its officers under its corporate seal hereunto affixed, all as of the day and year above written.

VILLAGE OF GILBERTS, ILLINOIS

By: _____
Village President

ATTEST:

Village Clerk

[SEAL]

AMALGAMATED BANK OF CHICAGO, as
Escrow Agent and Trustee

By: _____
Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

[BANK SEAL]

EXHIBIT A
GOVERNMENT SECURITIES

**[EXHIBIT B
VERIFICATION REPORT]**

[Attached]

EXHIBIT F

Continuing Disclosure Undertaking

**CONTINUING DISCLOSURE AGREEMENT
FOR THE PURPOSE OF PROVIDING
CONTINUING DISCLOSURE INFORMATION
UNDER SECTION (b)(5) OF RULE 15C2-12**

This Continuing Disclosure Agreement, dated _____, 20[23] (this “**Agreement**”), is executed and delivered by the Village of Gilberts, Illinois (the “**Village**”), in connection with the issuance on the date hereof of its \$[7,335,000] Special Service Area Number Fifteen Special Tax Refunding Bonds, Series 2023 (the “**Bonds**”) and by MuniCap, Inc., as Dissemination Agent (the “**Dissemination Agent**”). The Bonds are being issued pursuant to a Trust Indenture, dated as of _____, 2023, between the Village and Amalgamated Bank of Chicago (the “**Indenture**”), which the Village is authorized to enter into under an ordinance adopted by the President and Board of Trustees of the Village on [October 17], 2023 and a Bond Order executed pursuant thereto (the “**Ordinance**”).

In consideration of the issuance of the Bonds by the Village and the purchase of such Bonds by the beneficial owners thereof, the Village and the Dissemination Agent covenant and agrees as follows:

Section 1. Purpose of this Agreement.

This Agreement is executed and delivered by the Village for the benefit of the beneficial owners of the Bonds and in order to assist Bernardi Securities, Inc., as Underwriter (the “**Underwriter**”), in complying with the requirements of the Rule (as defined below). The Village represents that it will be the only obligated person with respect to the Bonds on the date the Bonds are delivered to the Participating Underwriters (as defined below) and that no other person is expected to become so committed at any time after issuance of the Bonds.

Section 2. Definitions.

The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

“**Annual Financial Information**” is defined in Exhibit I.

“**Annual Report Disclosure**” means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

“**Annual Report**” means collectively, the Annual Financial Information and the Audited Financial Statements.

“**Audited Financial Statements**” means the audited financial statements of the Village prepared pursuant to the standards and as described in Exhibit I.

“**Commission**” means the Securities and Exchange Commission.

“**Dissemination Agent**” means initially MuniCap, Inc., or any successor dissemination agent designated as such in writing by the Village and which has filed with the Village a written acceptance of such designation, and such agent’s successors and assigns.

“**EMMA**” means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Financial Obligation**” means (i) a debt obligation, (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of clause (i) or (ii) of this definition. The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“**MSRB**” means the Municipal Securities Rulemaking Board.

“**Official Statement**” means the Final Official Statement, dated _____, 2023, relating to the Bonds.

“**Participating Underwriters**” means the Underwriter and each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

“**Reportable Event**” means the occurrence of any of the Events with respect to the Bonds set forth in Exhibit II.

“**Reportable Events Disclosure**” means dissemination of a notice of the occurrence of any Reportable Event as set forth in Section 5.

“**Rule**” means Rule 15c2 12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

“**State**” means the State of Illinois.

“**Undertaking**” means the obligations of the Village pursuant to Sections 4 and 5.

Section 3. CUSIP Numbers.

The CUSIP Numbers of the Bonds are set forth in Exhibit III. The Village will include the CUSIP Numbers in all disclosure materials described in Sections 4 and 5 of this Agreement.

Section 4. Annual Report Disclosure.

(a) Subject to Section 8 of this Agreement, the Village hereby covenants that it will submit, or will cause the Dissemination Agent to submit, its Annual Report to EMMA, in such manner and format and accompanied by identifying information as is then

prescribed by the MSRB or the Commission, by the due date or dates specified in Exhibit I hereto. MSRB Rule G 32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the Village will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment or waiver is made to this Agreement, the Annual Financial Information for the year in which such amendment or waiver is made (or in any notice or supplement provided to EMMA) shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

(b) Not later than ten (10) business days prior to the due date or dates required in Exhibit I, the Village shall provide the Annual Report to the Dissemination Agent. The Dissemination Agent shall notify the Village in the event it does not receive such report. The Dissemination Agent shall assist the Village in completing the information described in Exhibit I.

(c) The Dissemination Agent shall:

(i) determine each year, prior to the date for providing the Annual Report the name and address of the MSRB, and

(ii) file a report with the Village certifying that the Annual Report has been provided pursuant to this Agreement, stating the date it was provided to the MSRB.

Section 5. Reportable Events Disclosure.

(a) Subject to Section 8 of this Agreement, the Village hereby covenants that it will submit, or cause the Dissemination Agent to submit, Reportable Events Disclosure to EMMA, in such manner and format and accompanied by identifying information as is then prescribed by the MSRB or the Commission, no later than 10 business days after the occurrence of any Reportable Event. MSRB Rule G 32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Indenture.

(b) In connection with providing a notice of the occurrence of a Reportable Event, the Dissemination Agent, solely in its capacity as such, is not obligated or responsible under this Agreement to determine the sufficiency of the content of the notice for purposes of the Rule or any other state or federal securities law, rule, regulation or administrative order.

(c) If the Dissemination Agent has been instructed by the Village to report the occurrence of a Reportable Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB.

Section 6. Consequences of Failure of the Village to Provide Information.

The Village shall give or cause the Dissemination Agent to give notice in a timely manner to EMMA of any failure to provide Annual Report Disclosure when the same is due hereunder.

In the event of a failure of the Village to comply with any provision of this Agreement, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed a default under the Indenture, the Ordinance, nor the Bonds, and the sole remedy under this Agreement in the event of any failure of the Village to comply with this Agreement shall be an action to compel performance.

Section 7. Amendments; Waiver.

Notwithstanding any other provision of this Agreement, the Village by ordinance or resolution authorizing such amendment or waiver, may amend this Agreement, and any provision of this Agreement may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a “no action” letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the Village, or type of business conducted; or

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule on the date of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the Village (such as Bond Counsel).

In the event that the Commission or the MSRB or other regulatory authority shall approve or require Annual Report Disclosure or Reportable Events Disclosure to be made to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, the Village or Dissemination Agent shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

Section 8. Termination of Undertaking.

This Agreement shall be terminated if the Village shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Indenture. The Village shall give notice to EMMA in a timely manner if this Section is applicable.

Section 9. Dissemination Agent.

The Village may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Village hereby appoints MuniCap, Inc. as the Dissemination Agent. The Dissemination Agent may resign by providing sixty (60) days' written notice to the Village. The Dissemination Agent shall not be responsible in any manner for the contents of any notice or report prepared by the Village pursuant to this Agreement.

Section 10. Additional Information.

Nothing in this Agreement shall be deemed to prevent the Village from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Report Disclosure or notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement. If the Village chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, the Village shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event

Section 11. Duties, Immunities and Liabilities of Dissemination Agent.

The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.

Section 12. Notices.

Any notices or communications to or among any of the parties to this Agreement may be given as follows:

To the Village:	Village of Gilberts 87 Galligan Road Gilberts, Illinois 60136 Attention: Village President Telephone: 847-428-2861 Email: gzambetti@villageofgilberts.com
-----------------	--

To the Dissemination Agent:

MuniCap, Inc.
8965 Guilford Road, Suite 210
Columbia, Maryland 21046
Attention: President
Telephone: 443-539-4106
Email: kennan.rice@municap.com

Section 13. Beneficiaries.

This Agreement has been executed in order to assist the Participating Underwriters in complying with the Rule; however, this Agreement shall inure solely to the benefit of the Village, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

Section 14. Recordkeeping.

The Village shall maintain records of all Annual Report Disclosure and Reportable Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

Section 15. Assignment.

The Village shall not transfer its obligations hereunder unless the transferee agrees to assume all obligations of the Village under this Agreement or to execute an Undertaking under the Rule.

Section 16. Governing Law.

This Agreement shall be governed by the laws of the State.

[Signature Page Follows]

VILLAGE OF GILBERTS, ILLINOIS

By _____
Guy Zambetti
Village President

[Signature Page to Continuing Disclosure Agreement]

MUNICAP, INC.,
as Dissemination Agent

By: _____
Title: _____

[Signature Page to Continuing Disclosure Agreement]

EXHIBIT I
ANNUAL FINANCIAL INFORMATION
ANNUAL FINANCIAL STATEMENTS, AND
DUE DATES FOR SUBMISSION TO EMMA

“**Annual Financial Information**” means operating and statistical information of the type contained in the following headings, subheadings, and exhibits of the Final Official Statement:

1. “DEBT SERVICE REQUIREMENTS – Special Tax and Debt Service Coverage”.
2. “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – Tax Sales and Foreclosures”.
3. “THE SPECIAL SERVICE AREA AND SPECIAL TAX – Boundaries of the Area,” “- Levy Abatement and Collection of Special Tax,” “ - Special Service Area Special Tax Roll Report,” “ - Maximum Special Tax,” “ - Value to Lien Ratio of Special Service Area Property,” “ - Property Tax Rate for Proceeds within Special Service Area,” and “ - History of Special Tax Payments” (excluding Detailed Overlapping Bonded Debt).
4. “SOCIOECONOMIC INFORMATION” – Population Trend” and “ – Annual Average Unemployment Rates”.
5. “PROPERTY ASSESSMENT AND TAX INFORMATION” – Village Equalized Assessed Valuation”.

All or a portion of the Annual Financial Information and the Audited Financial Statements may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. If the information included by reference is contained in a Final Official Statement, then the Final Official Statement must be available on EMMA; the Final Official Statement need not be available from the Commission. The Village shall clearly identify each such item of information included by reference.

Annual Financial Information and Audited Financial Statements shall be submitted to EMMA on or before 240 days after the end of the Village’s fiscal year. The Village fiscal year ends on April 30. If Audited Financial Statements are not available on the date the Annual Financial Information is due to be submitted, then unaudited financial statements shall be submitted instead and the Audited Financial Statements shall be submitted to EMMA within 30 days after they are publicly available.

Audited Financial Statements will be prepared in accordance with the accounting principles described in the Final Official Statement.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the Village will disseminate a notice of such change as required by Section 4.

EXHIBIT II
EVENTS WITH RESPECT TO THE BONDS
FOR WHICH REPORTABLE EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material under the Exchange Act.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
7. Modifications to the rights of owners of the Bonds, if material under the Exchange Act.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the securities, if material under the Exchange Act.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Village*
13. The consummation of a merger, consolidation, or acquisition involving the Village or the sale of all or substantially all of the assets of the Village, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material under the Exchange Act.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material under the Exchange Act.
15. Incurrence of a Financial Obligation of the Village, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Village, any of which affect owners of the Bonds, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Village, any of which reflect financial difficulties.

* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Village in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Village, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Village.

EXHIBIT III
CUSIP NUMBERS FOR THE BONDS

<u>YEAR OF</u> <u>MATURITY</u>	<u>CUSIP</u> <u>NUMBER</u>
2024	37546R ____
2025	37546R ____
2026	37546R ____
2027	37546R ____
2028	37546R ____
2029	37546R ____
2030	37546R ____
2031	37546R ____
2032	37546R ____
2033	37546R ____
2034	37546R ____
2035	37546R ____

VILLAGE OF GILBERTS

RESOLUTION 30-2023

A RESOLUTION APPROVING AN AGREEMENT FOR ADMINISTRATIVE SERVICES BETWEEN THE VILLAGE OF GILBERTS AND MUNICAP, INC.

WHEREAS, the Village of Gilberts (“*Village*”), pursuant to the Special Service Area Tax Law, 35 ILCS 200/27-5, *et seq.*, has established and maintained Special Service Area Number Fifteen (“*SSA No. 15*”) to provide special government services to the properties located within SSA No. 15; and

WHEREAS, the Village requires certain administrative and consulting services related to the issuance of the Bonds and the financial management of SSA No. 15 (collectively, the “*Services*”); and

WHEREAS, MuniCap, Inc., (“*MuniCap*”) is a Maryland corporation that provides public financing consultation and administrative services; and

WHEREAS, MuniCap, Inc., has the requisite expertise and professional experience to provide the administrative and consulting services required by the Village for SSA 15; and

WHEREAS, the Village Board of Trustees has determined that it is in the best interests of the health, safety, and welfare of the Village and its residents to approve the agreement between the Village and MuniCap in a form substantially similar to the one attached to this Resolution as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILALGE OF GILBERTS, IN KANE COUNTY, ILLINOIS, as follows:

Section 1. **Recitals and Exhibits.** The foregoing recitals are incorporated herein as the findings of the Village Board, and, together with this Resolution’s exhibit, are hereby incorporated into and made a part of this resolution.

Section 2. **Approval: Authorization.** The Agreement with MuniCap attached hereto as Exhibit A is hereby approved, and the Village President and Village Clerk are authorized and directed to execute the Agreement on the Village’s behalf.

Section 3. **Repeal.** All ordinances, resolutions, or parts thereof in conflict with this Resolution are repealed to the extent of any such conflict.

Section 4. **Severability.** Any section or provision of this Resolution that is found to be void or invalid shall not affect the remaining sections or provisions of this Resolution, which are hereby deemed severable and shall remain in full force and effect.

Section 5. **Effective Date.** This Resolution shall be in full force and effect from and after its approval in the manner provided for by law.

PASSED BY THE BOARD OF TRUSTEES this 17th day of October, 2023, as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni	_____	_____	_____	_____
Trustee Robert Chapman	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Frank Marino	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS 17TH DAY OF OCTOBER, 2023.

Guy Zambetti, Village President

(SEAL)
ATTEST:

Village Clerk

AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT is made as of the latest date shown on the signature page hereto by and between MuniCap, Inc. (the “Administrator”), and the Village of Gilberts, Illinois (the “Village”).

WHEREAS, the Village issued certain prior bonds and the Special Service Area Number Fifteen Special Tax Refunding Bonds, Series 2023 dated _____, 2023, and may in the future issue additional bonds (collectively, the “Bonds”), to finance or refinance certain property within the Special Service Area Number Fifteen (“Special Service Area Number Fifteen”) created by the Village; and

WHEREAS, the Village will require specialized services related to the administration of the Special Service Area Number Fifteen (the “Special Service Area”), as more fully set forth in this Agreement; and

WHEREAS, Administrator has expertise to provide those specialized services; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, the Administrator and the Village agree as follows:

1. Following signatures by both parties, this Agreement shall become effective on the date this Agreement is signed by both parties. Capitalized terms not otherwise defined herein shall have the meaning given thereto in the respective Trust Indentures pursuant to which the Bonds were or will be issued (collectively, the “Indenture”) or other respective Special Service Area related documents.

2. In regards to the work and services to be performed,

A. Administrator shall provide financial and administrative services to the Village related to the Special Service Area as described in Exhibit A, “Administrator’s Scope of Services,” which is attached and incorporated by reference.

B. Administrator shall supply all tools and means necessary to perform those services and produce those work products described in Exhibit A.

C. As part of the work and services to be performed, Administrator shall furnish intermediate reports to the Village from time to time, when requested, in such form and number as may be required by the Village, and shall make such final reports as may be required by the Village concerning the work and services performed.

D. Should any errors caused by Administrator be found in any services or work products, Administrator will correct those errors, and if the errors are in final services or products, make such corrections at no additional charge, by revising the services and work products as necessary to eliminate the errors.

E. The work and services shall be performed personally by Administrator, and no other person or corporation shall be engaged for the work or services by Administrator, except upon the written approval of the Village, provided, however, that this provision shall not apply to arbitrage rebate calculations, secretarial, clerical, and similar incidental services needed by Administrator.

3. Administrator's compensation for these services shall be as provided for in Exhibit B attached and incorporated by reference.

4. The Village shall provide access to all documents reasonably necessary to the performance of Administrator's duties under this Agreement. All such documents shall remain the property of the Village. Except as may be necessary for performance of this Agreement, and to the extent not generally known as available to the public, the Administrator shall not use or disclose information concerning the Village without prior written consent of the Village.

5. Administrator may not disclose information relating to the work and services performed under this Agreement to any person not entitled to receive it. Notwithstanding the foregoing, Village shall have full access to all information relating to work and services performed by Administrator under this Agreement.

6. In performance of work and services under this Agreement, Administrator shall act solely as an independent contractor, and nothing contained or implied in this Agreement shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venturers as between the Village and Administrator.

7. This Agreement shall terminate on repayment of the Bonds or as otherwise provided herein. This Agreement may be terminated with or without cause effective on 30 days written notice. Administrator shall be compensated for services rendered up through the effective date of the termination and payment shall be rendered on a pro rata monthly basis based upon the annual payment due under Exhibit B.

8. Any notices to be given hereunder shall be given in writing and effected by hand delivery or by overnight delivery service (postage prepaid), first class mail (postage prepaid), or by email and shall be effective upon confirmation of receipt by the recipient. Notices shall be addressed to the parties at the addresses appearing below, or such other address as given by written notice from one party to the other.

To Administrator:

MuniCap, Inc.
8965 Guilford Road, Suite 210
Columbia, MD 21046
Attn: President
Email: keenan.rice@municap.com

To Village:

Village of Gilberts
87 Galligan Road
Gilberts, Illinois 60136
Attn: Village President
Email: gzambetti@villageofgilberts.com

9. This Agreement, including the Exhibits, supersedes any and all agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement (including any modification to an Exhibit) will be effective if it is in writing and signed by the parties to this Agreement.

10. The Administrator has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to the Client in accordance with its fiduciary duty to municipal-entity clients and the standard of care required by MSRB Rule G-42(a)(i) concerning obligated person clients. There is no known impairment that exists to the ability of Administrator to provide advice to the Village in accordance with its fiduciary duty to municipal-entity clients and the standard of care required by Municipal Securities Rulemaking Board (the "MSRB") Rule G-42(a)(i) concerning obligated person clients. To the extent any material conflicts of interest arise after the date of this Agreement, the Administrator will provide information concerning any material conflicts of interest in the form of a written supplement to this Agreement.

11. The Administrator is registered as a "municipal advisor" under Section 15B of the Securities Exchange Act (the "SEC") of 1934 and rules and regulations adopted by the SEC and the MSRB. As part of this registration the Administrator is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving the Administrator. The Administrator is required to disclose any legal or disciplinary event that is material to the Village's evaluation of the Administrator or the integrity of its management or advisory personnel. The Administrator has determined that no such event exists.

12. Copies of Administrator filings with the SEC are available via the SEC's EDGAR system by searching "Company Filings," which is available via the Internet at: <https://www.sec.gov/edgar/searchedgar/companysearch.html>. Search for "MuniCap" or for Administrator's CIK number, which is 0001614774.

13. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement.

14. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force

without being impaired or invalidated in any way. Exclusive venue shall lie in Kane County, Illinois.

15. The law of the State of Illinois governs the interpretation of this Agreement and its attachments. Venue for any litigation regarding this Agreement or its attachments must be filed in the state Special Service Area or federal Special Service Area courts located in Kane County, Illinois (the ‘County’’).

Executed by the Administrator this _____ day of _____, 2023;

MuniCap, Inc.

BY: _____
Keenan S. Rice
President

Executed by the Village this _____ day of _____, 2023;

Village of Gilberts

BY: _____
Guy Zambetti
Village President

Exhibit A

Administrator's Scope of Services

Administrator shall provide services to the Village for the Special Service Area Number Fifteen (the "Special Service Area") in accordance with this scope of services. These services include administrative services for the Special Service Area. The administrative services are detailed in five sections relating to five general types of administrative services provided. These five sections are as follows: (i) administrative support services related to the special tax, (ii) delinquency management, (iii) prepayment of special taxes and bond call calculations, (iv) arbitrage rebate determination services and (v) continuing disclosure services. These services are typically provided by Administrator on similar financings, but all services are provided on an as requested basis.

ADMINISTRATIVE SERVICES

I. ADMINISTRATIVE SUPPORT SERVICES RELATED TO THE SPECIAL TAX

Administrative and management support services are those services associated with the annual determination of the special tax to be collected from the property subject thereto, updating the special tax roll, management of bond funds and accounts, and providing public information.

A. Calculate the Annual Special Tax

This task entails determining the annual special tax to be collected from each parcel and includes the following sub-tasks:

1. Background Research

This task involves gathering and organizing the information required to form a database necessary to apportion and levy the special tax pursuant to the Rate and Method of Apportionment of Special Tax. This includes but is not limited to review of the County's worksheets to compile a list of parcel identification numbers applicable for the coming fiscal year and assigning each parcel to the appropriate property use classification as required by the Rate and Method. These tasks included but are not limited to the following:

- a. Subdivision Research:** Identify parcel subdivisions and any other information relevant to collection of the special taxes.
- b. Assessor's Parcel Research:** Upon publication of property tax roll, review assessor parcel maps to compile a list of the assessor's parcels that will be valid for the collection of the Special Tax and determine the assessed value of each parcel.
- c. Ownership/Exempt Property Research:** Research changes in ownership, dedication, and offers of dedication of property to public agencies and other exempt uses. Identify date property conveyed or offered to exempt entities.

- d. **Database Management:** Prepare database to include all relevant property characteristics for the parcels in the Special Service Area.

2. Calculate the Annual Special Tax Levy

This task involves calculating the amount of the special tax levy for the Special Service Area and includes the following sub-tasks:

- a. **Preparation of Budget:** Prepare a budget for the Special Service Area for the subsequent fiscal year.
- b. **Calculate Other Funds Available:** Prepare year-end reconciliation to determine surplus special taxes, interest earnings, and other credits which may be applied to reduce the annual debt service requirement, including accrued interest on the prepayment of special taxes.
- c. **Calculate the Annual Special Tax:** Determine the special tax rate and the special tax for each parcel. These special taxes (if collected) should provide sufficient revenues to meet the annual debt service requirement (including administrative expenses).

3. Preparation of Report

This task involves preparing a report to explain the research, methodology and assumptions utilized in the preparation of the budget, the calculation of the annual special tax rates, and the amount of special taxes to be collected. The special tax roll, amended as appropriate, shall be included with the report and the amendments explained therein.

4. Support Services Related to Billing of Annual Installments

- a. **Provide Findings to the Village:** The results of the research and the calculation of the annual special taxes prepared by the Administrator will be provided to the Village for its approval.
- b. **Provide Tax Roll to County:** The Administrator shall assist the Village with its required notification to the County of the amount of the special taxes for each parcel to be collected each year.
- c. **Supplemental Billing:** The Administrator shall assist the County or Village with any supplemental billing that shall be necessary.

B. Administration of Bond Funds

This task involves the review and reconciliation of the account statements for funds and accounts maintained by the Trustee. The accounts and transactions are checked for accuracy and consistency with the respective Indenture.

C. Public Information

This task involves responding to telephone calls from property owners and other interested parties who have questions regarding the special taxes. These calls may be related to a tax bill or an inquiry related to the purchase or sale of property subject to the special taxes. The Administrator shall provide a toll-free phone number for property owners to call with questions. Additionally, this number may be given to people who call the Village or County to obtain information about the special taxes. Additionally, this task will involve monitoring sales practices and disclosure materials.

D. Administrative Review

At the request of the Village, the Administrator shall review any notice from a property owner alleging an error in the calculation of any matters related to the Special Tax Roll, and if necessary, meet with the property owner, consider oral and written evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred, and take other corrective action as required to correct the error.

II. DELINQUENCY MANAGEMENT

These services are provided only if special taxes are levied and there are delinquencies in the payment of special taxes.

A. Delinquent Special Tax Report

After the end of the collection period, the Administrator will prepare a report which lists each parcel delinquent in the payment of the Special Tax and the corresponding amount of delinquency, plus penalties.

B. Delinquency Follow-Up

The Administrator will keep Trustee and Village informed of special circumstances that come to the attention of the Administrator, such as bankruptcies and foreclosures.

III. PREPAYMENT OF SPECIAL TAXES AND BOND CALL CALCULATIONS

A. Coordination of Special Tax Prepayments

Administrator shall coordinate the prepayment of special taxes with the Village, Trustee, property owners, and title companies. This coordination shall include calculation of the amount due to prepay the special tax and transmittal of a letter with the prepayment amount, prepayment instructions, and the recordable form of the special tax lien release to the title company or other such steps as required by the Indenture and related documents.

B. Prepare Bond Call Analyses

This task involves the analyses of early bond call pursuant to the provisions of the Indenture for the prepayment of special taxes. Administrator shall coordinate with the trustee to ensure Bonds are called pursuant to the terms of the Indenture.

IV. ARBITRAGE REBATE SERVICES

Arbitrage rebate services encompass those activities associated with computing the rebate liability (if any) related to the Bonds. The computations will be prepared as described in Section 148(f)(2) of the Internal Revenue Code of 1986, as amended, Administrator shall prepare or coordinate the arbitrage rebate requirements of the bonds, including the following:

A. Background Research

This task involves the review of documents, including the Indenture, non-arbitrage certificate, IRS form 8038-G, trustee fund/account statements, and prior rebate reports, and consultations with bond counsel or special counsel, as needed. The funds subject to arbitrage rebate and any available exceptions will be identified. The flow of funds in the accounts with the Trustee will be identified as necessary to perform the arbitrage rebate determinations.

B. Calculation of Bond Yield

This task involves preparation of a debt service table and an independent calculation of the yield on each issue of outstanding Bonds. The resulting yields will be verified with those stated on the related tax agreements.

C. Calculation of Rebate Liability

This task involves computation of the allowable arbitrage earnings and comparison of the results to the actual investment earnings for each issue of Bonds.

D. Preparation of Rebate Report

This task involves the preparation of a written report containing the findings of the financial analysis and an explanation of the underlying methodology followed to compute the rebate liability for each issue of Bonds. In addition to identifying any arbitrage liability, each report contains a separate investment yield comparison and analysis for each fund established under the respective Indenture. Standard features also include the following items as defined by U.S. Treasury Regulations:

- Explanation of calculation methodology
- Overview of applicable rebate requirements and treasury regulations
- Summary of all pertinent dates
- Identification of major assumptions
- Review of sources and uses of funds
- Bond yield calculation
- Investment yield by fund with comparison to bond yield

Rebate liability by fund
Aggregate liability for the issue

E. Rebate Liability Discharge

This task involves coordination of the filing of IRS Form 8038-T and providing instructions for installment payments as necessary.

F. Assistance with IRS Inquires

This task involves providing assistance in the event of an IRS inquiry related to the Special Service Area bond issues and includes providing supporting documentation used to prepare the calculations and explanation of the calculations in a meeting with the IRS, if necessary. These services are provided on a time and material basis and are not included in the base fee.

V. CONTINUING DISCLOSURE SERVICES

Continuing Disclosure/Annual Report Preparation

A. Annual Report Preparation

The Administrator will prepare an annual report as required by the respective continuing disclosure agreement related to the Bonds.

B. Listed Event Notices

Upon notification by any responsible party or if Administrator independently becomes aware of such knowledge, Administrator will prepare notices of the occurrence of any of the listed events enumerated in the continuing disclosure agreements.

C. Dissemination

The Administrator will disseminate the annual reports and notices of listed events for Special Service Area Number Fifteen to the Municipal Securities Rulemaking Board (MSRB) by the due dates set forth in the respective continuing disclosure agreements. The Administrator shall also disseminate information to bond holders requesting information as provided for in the respective continuing disclosure agreements.

Exhibit B
Administration Services Fee Schedule

I. ADMINISTRATIVE SERVICES RELATED TO SPECIAL TAXES

Administrative services, as set forth in Section I through Section III and Section V of Exhibit “A” shall be provided on a time and material basis with total annual estimated cost of \$12,000 (plus an annual allowance for costs to increase at a CPI of 2.0 percent per year). This fee does not include services related to arbitrage rebate determinations, which will be provided additionally as described below. This fee also does not include more than one trip to Illinois, should it be required. Fees shall be billed based on the number of hours worked at Administrator’s prevailing hourly rates, which are currently shown in the fee schedule below, as agreed by Village and Administrator.

Title	Hourly Rate
President	\$350
Executive Vice President	325
Senior Vice President	300
Vice President	275
Director	250
Manager	225
Project Manager	215
Senior Associate	200
Associate	175

Administrator’s hourly rates may be adjusted from time to time to reflect increased costs of labor and services; provided, however, that in no event shall such increase be made more than one time per year and such increase shall not exceed 10% of the fee charged immediately prior to the increase. Administrator shall provide the Village with ninety (90) days advance written notice of each such increase.

II. DELINQUENCY MANAGEMENT

Services related to delinquency management, as set forth in Section II of Exhibit A are included in the total annual estimates described in Section I of this Exhibit B, except to the extent there is a tax sale process, in which case costs would be charged to the delinquent property.

III. PREPAYMENTS OF SPECIAL TAXES AND BOND CALL CALCULATIONS

Services related to prepayment of special taxes, as set forth in Section III of Exhibit A, are billed directly to the party requesting the prepayment and paid from prepayment proceeds.

Services related to analyses and coordination with the trustee of early bond call/redemptions pursuant to the provisions of the Indenture are included in the total annual estimates described in Section I of this Exhibit B.

IV. ARBITRAGE REBATE DETERMINATION SERVICES

Annual arbitrage rebate determinations are provided at a cost of \$1,350 per year plus an initial setup fee of \$500. Calculations provided each five (5) years in-lieu of annual calculations are provided at a cost of \$4,500 plus an initial setup fee of \$500.

V. CONTINUING DISCLOSURE SERVICES

The costs of preparing the annual report and dissemination are provided on a time and material basis and are included in the total annual estimates described above in Section I of this Exhibit B.

REIMBURSABLE EXPENSES

Out of pocket expenses are billed at actual costs without any mark up. Administrator shall receive written approval from the Village before incurring any expenses in excess of one-hundred dollars (\$100).

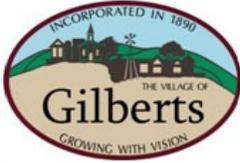
The maximum amount of expenses incurred before prior written approval of the Village is required may be increased from time to time to reflect increased costs; provided however, that in no event shall such increase be made more than one time per year and such increase shall not exceed 10% of the expenses charged immediately prior to the increase. Administrator shall provide Village with ninety (90) days advance written notice of each such increase.

ADDITIONAL WORK

Services or meetings that may be requested and not included in the scope of work set forth in Exhibit A to this Agreement are identified as additional work and shall be billed at Administrator's prevailing hourly rates, which are shown above.

Administrator shall not provide additional work without Village's prior written authorization.

Administrator shall send an invoice to Village each month showing the work performed, the person performing the work, the date the work was performed, the amount of the time worked, and the hourly rates for the work. The invoice shall be accompanied by a certificate to the trustee to be signed by the Village instructing the trustee to pay the invoice. Within thirty days of receiving the invoice, the Village shall forward each correctly billed invoice to the trustee with a signed certificate instructing the trustee to pay the invoice. Administrator's invoices shall be paid solely from available funds of the Special Service Area.



Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

To: President Zambetti & Board of Trustees
Cc: Brian Bourdeau, Village Administrator
From: Wade Kretsinger, Public Works Director
Zach Ruemelin, Utilities Superintendent
Date: October 17, 2023 Board Meeting
Re: Item 5.E: Approval of an Agreement with ALAR Water Treatment LLC for the Purchase of Diatomaceous Earth (DE) in an Aggregate Amount Not to Exceed \$18,000

Background:

DE (Diatomaceous Earth) is a naturally occurring, soft, siliceous sedimentary rock that can be crumbled into a fine white powder. DE is used as a filter aid for the ALAR treatment system at the WTP. The DE powder mixes with water to create a slurry that then attaches to the vacuum filter drum in the form of a white cake. The regeneration water from the softeners is then filtered through the cake until a knife advances on the drum cutting off the cake into waste bags below.

Summary:

This purchase request consists of 42 Super Sack bags that weigh 1,000LBS each equaling a total weight of 42,000LBS. This order will supply approximately four to five months of processing at the WTP. Village Staff can achieve significant savings in price per pound by ordering in bulk. The bags ship double stacked on a pallet and are then stored at the Water Treatment Plant. The Utility Division placed \$40,000 in the 2023 Budget for the purchase of DE in account 20-10-5281. Current lead times for delivery are 4-5 weeks.

Conclusion:

Village Staff recommends that the Village Board of Trustees authorize the purchase of the Diatomaceous Earth from ALAR in a Not to Exceed Amount of \$18,000 from account 20-10-5281.

Good morning Zachary,

I've just touched base with my freight team and found that the freight quote below is still valid. Please let me know if I can be of further assistance. Enjoy the rest of your day!

[VILLAGE OF GILBERTS] – Serial Number [16715D]						
#	Part #	Description	Quantity	Price	Subtotal	Lead Time
1	8120-036	FA-140 Filter Aid (SS Truckload)	42000	\$ 0.3422	\$14,372.40	4 - 5 Weeks
2	FRT	Estimated Freight Charges	1	\$ 3,600.00	\$3,600.00	4 - 5 Weeks
Total:					\$17,972.40	
Items are quoted FOB Shipping Point. Applicable taxes/fees/surcharges/freight costs added to the invoice. If you would like to ship this order collect, please provide designated carrier information (Truckload). Freight fluctuates daily and may differ at time of shipment. Pricing/energy surcharge at time of shipment applied to the invoice.						

Thanks,

Christine Hannan

Sr. Chemical Account Manager, Alar Water Treatment LLC

9651 W. 196th Street Mokena, IL 60448

P: 708-479-6100 **E:** christine.hannan@ovivowater.com

[Privacy Policy](#) | alarcorp.com | ovivowater.com

VILLAGE OF GILBERTS

RESOLUTION 31-2023

A RESOLUTION AUTHORIZING APPROVAL OF AGREEMENTS WITH ALAR WATER TREATMENT LLC FOR THE PURCHASE OF DIATOMACEOUS EARTH IN AN AGGREGATE AMOUNT NOT TO EXCEED \$18,000.

WHEREAS, the Village of Gilberts (“Village”) operates a Water Treatment Plant; and

WHEREAS, diatomaceous earth (DE) is a necessary component of the water treatment process; and

WHEREAS, funds for the purchase of DE were allocated as part of the 2023 Budget; and

WHEREAS, the Village obtained pricing for 42,000lbs of DE from ALAR Water Treatment Systems in the amount of \$17,972; and

WHEREAS, ALAR Water Treatment LLC was the company that installed the current water treatment equipment, and have provided DE to the Village previously.

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. **Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. **Approval; Authorization.** The Village Board of Trustees hereby authorizes the Village Administrator to execute agreements and other necessary documents with ALAR Water Treatment Systems for the purchase of diatomaceous earth in an aggregate amount not to exceed \$18,000.

Section 3. **Waiver of Competitive Bidding.** To the extent any competitive bidding requirements apply to the agreements with ALAR Water Treatment Systems, such competitive bidding requirements are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

Section 3. **Effective Date.** This Resolution shall be in full force and effect after its approval in the manner provided by law.

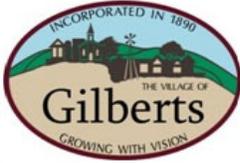
PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 17th day of October, 2023.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni	_____	_____	_____	_____
Trustee Robert Chapman	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Frank Marino	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS 17th DAY OF OCTOBER, 2023.

Guy Zambetti, Village President

(SEAL)
ATTEST: _____
Village Clerk



Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

To: President Zambetti & Board of Trustees
Cc: Brian Bourdeau, Village Administrator
From: Wade Kretsinger, Public Works Director
Zach Ruemelin, Utilities Superintendent
Date: October 17, 2023 Board Meeting
Re: Item 6.A: Approval of a Proposal from Robinson Engineer for the Development of a Source Water Protection Plan in a Not-to-Exceed Amount of \$13,500

Background:

As a new IEPA requirement, community water supplies that currently have at least one active water well or surface water intake must develop and submit to the IEPA a Source Water Protection Plan (SWPP). Unfortunately, Village Staff was not made aware of this new regulation going into effect and must now request engineering services to develop a SWPP. The main goal of this plan is to determine potential sources of contamination, such as commercial, industrial, stormwater runoff, agriculture, and failing septic systems. The SWPP plan will act as a proactive defense for our water system and to assure we can provide safe drinking water to residents for the foreseeable future.

Summary:

The Source Water Protection Plan is comprised with four main categories which consist of a vision statement, source water assessment, source water protection plan objectives, and an action plan. The vision statement consists of the villages commitment to protecting the source water, resources to protect the source water, and an explanation of barriers or setbacks from possible contamination sources. The source water assessment consists of a report of the quality of the source water, well related data, sampling history, identification of potential contamination sources, and a detailed description of the measures to protect the source water. The SWPP objectives will be developed from the vision statement and source water assessment. The source water assessment will be the deciding factor if they deem there are any potential current or future areas of concern with our source water. Finally, the action plan will detail current or future steps that must be implemented to meet the water supply objectives and maintain the villages source water. This will consist of future projects, activities, schedules, and a detailed plan if potential problems arise.

Robinson Engineering estimates the following engineering costs to develop the source water protection plan:

- Senior Project Scientist 70 hours x \$160.00/hour
- Senior Project Manager/Professional Engineer 8 hours x 207.00/hour

- ERIS Database Reports for Potential Sources of Contamination Evaluation \$1,000.00
- Total lump sum cost of \$13,500.00

Conclusion:

Village Staff recommends that the Village Board of Trustees authorize the purchase of engineering services from Robinson Engineering in a Not To Exceed Amount of \$13,500.00 from account 20-10-5360.

August 2, 2023

To: Village of Gilberts
84 Galligan Road
Gilberts, Illinois 60136

Attn: Wade Kretsinger

RE: Proposal for Development of a Source Water Protection Plan
Village of Gilberts Water System

Dear Mr. Kretsinger:

Robinson Engineering, Ltd. (Robinson), providing Municipal Engineering Services since 1937, is pleased to submit the following proposal for the development of a Source Water Protection Plan (SWPP) for the Village of Gilberts' community water supply wells (Water System No. IL0890400 – Gilberts).

The Village utilizes groundwater as the potable water supply source to service the community that includes a population of approximately 8,366 people (census.gov). According to the Illinois Environmental Protection Agency (IEPA) Source Water Assessment Program (SWAP) and Drinking Water Watch system details for Gilberts, 4 water supply wells are currently active and in use; Well 3 (01383), Well 4 (01384), Well 5 (01805), and Well 6 (01806). All 4 active wells have established 200-foot minimum setback zones. Two other water wells were previously abandoned by the Village and are listed as inactive.

REGULATORY BACKGROUND AND COMPLIANCE

The 1996 amendments to the federal Safe Drinking Water Act (SDWA) required states to develop and implement a SWAP to protect our critical sources of public water supply (e.g., wellhead and watershed protection of public drinking water supplies) to assure safe and affordable sources of water are being utilized to serve the public. The purpose of the program is to identify areas that supply drinking water to the public; inventory potential sources of contamination; determine the susceptibility of the source water to contamination; and inform the public of the assessment results. Illinois has an established SWAP online mapping system and factsheets for community water supply well systems.

Effective July 26, 2019, the development of a SWPP by the community was required by law and outlined in *35 Illinois Administrative Code (IAC) Public Water Supplies Chapter I Part 604 – Design, Operation and Maintenance Criteria, Subpart C: Source Water Protection Plan*. Section 604.330 states that each community water supply that treats surface or groundwater as a primary or emergency supply of water must develop a SWPP. For a community water supply serving a population between 3,000 to 49,999 persons, the SWPP shall be developed and submitted to the IEPA within 4 years of July 26, 2019. The SWPP for Gilberts was due July 26, 2023, in both electronic and hardcopy formats to the IEPA Bureau of Water, Groundwater Section. Robinson will correspond with the IEPA to ensure the best outcome for the delayed submittal of the SWPP.

Developing and enforcing a SWPP for the Village will act as a proactive defense against contamination introduced from various land uses such as agriculture, commercial and industrial facilities, stormwater runoff, failing septic systems and other point and non-point sources of contamination.

SCOPE OF WORK

Robinson will identify the information needed from the Village in order to prepare the SWPP. The IEPA has provided Robinson with a four (4) page Step-by-Step: Tips and Suggestions for Producing a Complete Source Water Protection Plan guidance document that will be followed to develop the Village's SWPP.

As indicated in the Tips and Suggestions guidance document and the regulation citations below, the Village will need to provide data and planning information for the four (4) elements required to develop the plan. The proposed scope of work for the development of the SWPP will include the following four (4) elements as outlined in 35 IAC Subpart C, and summarized below:

1. **Vision Statement.** A vision statement that includes the community water supply's policy and commitment to protecting source water; an explanation of the community water supply's resources to protect source water; an explanation of the barriers to protecting source water; and the names of the individuals who developed the vision statement.
2. **Source Water Assessment.** A source water assessment that includes a statement of the importance of the source water; a list of water supplies that obtain water from this community water supply; delineation of all sources of water used by the community water supply, including: for surface water, description of the watershed, map of the watershed, and intake locations; and for groundwater, the well identification number, well description, well status and well depth; a description of setback zones, and a description of the aquifer for each well. A report on the quality of the source water for all sources of water delineated (surface or groundwater), including when and where samples used to determine the quality of the source water were taken. These samples must be tested by a certified laboratory including a report on the quality of the finished water. Identification of potential sources of contamination to the source water; analysis of the source water's susceptibility to contamination; and explanation of the community water supply's efforts to protect its source water.

Section 604.315(c) states that a community water supply may use the current Source Water Assessment Program Fact Sheet prepared by the Agency to fulfill the requirements of this Section. According to Robinson's discussions with the IEPA, the existing IEPA and Village well testing data should be reviewed and utilized to determine if the Village should conduct additional contaminant and other water quality testing. Robinson would also review any available related data provided on the IEPA Drinking Water Watch portal. Finished water quality testing of the community water supply wells can be completed by the Village, evaluated, and included in the SWPP and/or it appears that the Village can propose future water quality testing of the wells as part of their action plan if deemed warranted.

3. **Source Water Protection Plan Objectives.** The source water protection plan must contain a list of the community water supply's objectives for protecting source water. These objectives can include meeting the requirements of any of the Sections in this Subpart C, including developing a vision statement or performing a source water assessment. Objectives may also address the specific problems or issues identified in the source water assessment and should consider current and potential future issues.
4. **Action Plan.** In the action plan, the community water supply must identify the actions needed to achieve the community water supply's objectives. The action plan must include the following:

descriptions of all projects, programs, and activities developed by the community water supply to meet the objectives; the community water supply's schedule for implementing projects, programs, and activities; an identification of the necessary resources to implement the plan; and an identification of the potential problems with and obstacles to implementing the plan.

The draft plan will be submitted to the Village for review and comment. Robinson will address the Village's comments and submit the SWPP to the IEPA. The IEPA, not later than 45 days after the receipt of the SWPP, will either approve or disapprove the plan. If the IEPA takes no action within the 45 days, the Village may deem the plan approved. A community water supply may waive the requirement that the IEPA take an action within the 45 days by so advising the IEPA in writing. The community water supply must review, and revise as necessary, its SWPP no less frequently than every five (5) years.

FEES AND CONDITIONS

Our proposed fee for the outlined scope of work shall be determined as a lump sum cost of **\$13,500**. If additional costs are incurred for amending the plan after submittal to the IEPA, the costs will be billed in accordance with the unit rates. Additional costs will only be incurred with client approval.

A breakdown of the engineering costs are as follows:

- Senior Project Scientist 70 hours x \$160.00/hour
- Senior Project Manager/Professional Engineer 8 hours x \$207.00/hour
- ERIS Database Reports for Potential Sources of Contamination Evaluation \$1,000.00

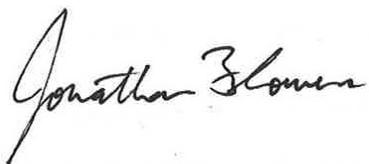
Costs associated with water quality data evaluation, beyond the water sample lab results data posted at the IEPA Drinking Water Watch portal for the Gilberts Water System, would be considered additional cost.

Typically, more than 1 month is required for completion of a SWPP.

AUTHORIZATION

Robinson will proceed with the work based upon receipt of written authorization to proceed from the client. Please return a signed acceptance copy of this proposal for our records. Please contact us to discuss any questions regarding this proposal.

Very truly yours,



Jonathan D. Flowers, PE
Senior Engineer
(815) 412-2015 / jflowers@reltd.com



Erin E. Curley
Senior Project Scientist
(815) 523-7925 / ecurley@reltd.com

Enclosures: Standard Terms and Conditions

ACCEPTANCE OF PROPOSAL AND ENCLOSURES

VILLAGE OF GILBERTS

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

DATE: _____

ROBINSON ENGINEERING, LTD (“REL”) STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions (“Agreement”).

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL’s services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client’s consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute REL’s estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL’s compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL’s services is impaired, or REL’s services are delayed or suspended, then the time for completion of REL’s services, and the rates and amounts of REL’s compensation, shall be adjusted equitably.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL’s scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL’s services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL’s independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL or REL’s independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL or REL’s independent professional associates or consultants either before or after the termination date.

OPINION OF PROBABLE COSTS – REL’s opinions of probable Construction Cost (if any) are to be made on the basis of REL’s experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

REUSE OF PROJECT DOCUMENTS – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client’s sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL’s independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL’s independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, control, or have authority over any contractor’s work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor’s furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL’s independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL’s insurers or in settlement or satisfaction, in whole or in part, of Client’s Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL’s insurers in settlement or satisfaction of

Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed **\$50,000**.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

INDEMNIFICATION – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

MUTUAL WAIVER – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

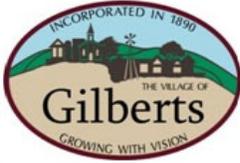
CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

DIGITAL TRANSMISSIONS – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

TERMS OF PAYMENT – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: _____ Date: _____



Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

To: President Zambetti & Board of Trustees

From: Brian Bourdeau, Village Administrator
Wade Kretsinger, Public Works Director

Date: October 17, 2023 Board Meeting

Re: Item 6.B: Approval of an Agreement with EMQ Construction LLC for the Demolition and Disposal of Three Structures at 55 Galligan Rd in a Not to Exceed Amount of \$46,000.

Background:

Earlier this year, the Village acquired the property located at 55 Galligan Road. The property is adjacent on two sides to existing Village owned property, including Town Square Park. Currently, the property has three structures: a house, garage and shed. The Village does not intend to utilize the structures and thus their demolition was contemplated as part of the property acquisition. The demolition will be funded through TIF #1.

Summary:

Demolition and disposal of three structures located at 55 Galligan Rd including foundations, slabs, and asphalt paving to back of curb. The three structures include the house, detached garage and shed on the property. This proposal also includes backfilling the basement with black dirt and seed and blanket. They will also cap the sewer service and well located on the property. Any necessary permits for the capping of the well are included in the contract fee.

Conclusion:

We recommend that the Village Board of Trustees authorize the Village to enter in to a contract with EMQ Construction for the Demolition of 55 Galligan Rd in a not-to-exceed Amount of \$46,000.

EMQ CONSTRUCTION LLC

PROPOSAL

124 Industrial Dr.
Gilberts, IL 60136

ESTIMATE: #1063
DATE: 10/02/2023

TO: VILLAGE OF GILBERTS

87 Galligan Rd.
Gilberts, IL 60136

FOR: DEMOLITION

JOB LOCATION: 55 GALLIGAN RD. GILBERTS, IL

Attn: Wade K

Email: wkretsinger@villageofgilberts.com

DESCRIPTION/PROPOSAL	AMOUNT
Demolition and disposal of three structures @ 55 Galligan Rd. including removal of all concrete foundations, slabs and asphalt paving to back of curb.	\$45,620.00
Capping of sewer main up to back of curb in parkway (no asphalt cutting)	
Backfill basements and black dirt w-seed and blanket to complete	
Allowance for capping well with permit fee \$2,800.00 included in total job cost	
Exc. but not limited to : water main capping, no testing / permits not mentioned above, no tree removal	
TOTAL	\$45,620.00

EMQ Construction LLC reserves the right to withdraw this bid if not accepted within 15 days

If you have any questions concerning this proposal, contact. Matt at 847-307-9035

All work orders will be billed net 30 days, paid in full upon completion. Unless otherwise stated.

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in the above proposal and according to the terms thereof. Customer also agrees to pay any late fees, legal fees both court and attorney on any past due invoices per the terms listed.

Date: _____ Signature: _____

VILLAGE OF GILBERTS

RESOLUTION 32-2023

A RESOLUTION AUTHORIZING APPROVAL OF AN AGREEMENT WITH EMQ CONSTRUCTION LLC FOR THE DEMOLITION AND DISPOSAL OF THREE STRUCTURES LOCATED AT 55 GALLIGAN ROAD IN AN AMOUNT NOT TO EXCEED \$46,000

WHEREAS, the Village of Gilberts (“Village”) is the owner of the property located at 55 Galligan Road; and

WHEREAS, there are currently three structures located on the property including a single-family house, detached garage, and a shed; and

WHEREAS, the structures are currently in a dilapidated state and are of no significant value to the Village or its operations; and

WHEREAS, demolition of the structures will allow the Village to expand existing open space which is part of Town Square Park; and

WHEREAS, EMQ Construction LLC submitted a proposal for the demolition and disposal of the structures.

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. **Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. **Approval; Authorization.** The Village Board of Trustees hereby authorizes the Village Administrator to execute agreements and other necessary documents with EMQ Construction LLC for the demolition and disposal of the three structures at 55 Galligan Road in an aggregate amount not to exceed \$46,000.

Section 3. **Waiver of Competitive Bidding.** To the extent any competitive bidding requirements apply to the agreements with EMQ Construction LLC, such competitive bidding requirements are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

Section 3. **Effective Date.** This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 17th day of October, 2023.

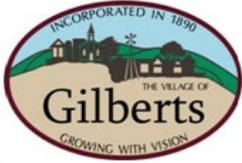
	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni	_____	_____	_____	_____
Trustee Robert Chapman	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Frank Marino	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS 17th DAY OF OCTOBER, 2023.

Guy Zambetti, Village President

(SEAL)
ATTEST:

Village Clerk



Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

To: President Zambetti and the Board of Trustees
From: Brian Bourdeau, Village Administrator
Taunya Fischer, Finance Director
Date: October 17, 2023 Village Board Meeting
Re: 2024 Draft Budget Transmittal

On behalf of Village Staff, we are pleased to present a draft Calendar Year 2024 (2024) Budget for Village Board consideration and discussion. The 2024 Budget as presented represents a full 12-month budget as the Village completes the transition of the fiscal year to align with the calendar year. The 2024 draft budget is a balanced budget, which continues the Village's ongoing commitment to establishing an ongoing and sustainable investment in capital and infrastructure funding. For over a year, the Village has been working to update its Comprehensive Plan. That process is nearing completion with the plan expected to be considered by the Plan Commission and Village Board prior to the end of 2023. The Comprehensive Plan includes a set of both short-term and long-term implementation priorities. The 2024 Budget includes funds to pursue several of those priorities, which are outlined in greater detail later in the budget transmittal. Additionally, earlier this year, the Village Board and Staff reviewed a 2024 Village Work Plan and Priorities listing of which several projects are either incorporated directly in the budget with funds or staff has allocated personnel resources and time in the next year to focus on several of them.

The 2024 Budget is presented in two general parts: (1) operations and (2) a capital plan.

Overview of the Calendar Year 2024 Budget

The 2024 Budget continues to focus on operational needs and establishing sustainable long-term capital project funding, while incorporating continues to seek efficiencies through the enhanced use of technology, as well as an investment in providing professional development opportunities to staff at all levels of the organization.

- Personnel:
 - A 3.0% contractual wage adjustment is contemplated in the proposed budget for the Police CBA. Similarly, a 3.0% cost-of-living adjustment (COLA) is included in the budget for all non-CBA personnel.
 - The Village's Group Health Insurance for medical is anticipated to increase but at this time, the Village does not have estimates. The Village's group health insurance is on a July 1 plan year with preliminary rates typically released in January and final rates in March. The 2024 Budget does reserve funds for a potential increase. As you may recall, the Village extended vision coverage to employees through our IPBC pool with the July 2023 plan year. The coverage will remain available at 100% employee pay.
 - Police Pension Fund contribution of \$223,632. This represents actuarial recommended contribution.
 - There were several mid-year personnel adjustments previously reviewed with the Board and are reflected in the 2024 Budget. A summary of those changes are as follows: (a) the addition of a full-time Public Works Laborer position, (b) addition of a second Management Analyst position, and (c) the transition of the Village Clerk position to part-time. While completed mid-year, the changes

continue to reflect the Village's efforts to ensure measured growth in our staffing to meet the growing needs and customer service expectations of the community.

- Goals and Priorities

- With the anticipated finalization of the Village's updated Comprehensive Plan the 2024 Budget seeks to begin implementation of the near-term priorities that may bring the most immediate impact to the community and are important to leveraging future improvements.
 - Comprehensively evaluate and update the Village's Unified Development Ordinance
 - Prepare a long-range (5 year) Capital Improvement Plan to prepare for significant investments in infrastructure, equipment, and personnel needs.
 - Adopt or renew boundary agreements with neighboring municipalities.
- Emphasis on continued staff professional development opportunities to ensure our employees are able to continue their professional growth and utilize those skills in their daily work.
- In September 2023, the Village Board and Staff reviewed a draft Village Work Plan and Priorities list. Included below is that list in rank order for next year in terms of priorities. Those plans of highest priority have corresponding funding in the budget and/or allocations of personnel time in our operations plan for 2024. Highest priority projects are in green, followed by orange and blue. If Staff can accomplish all projects highlighted in green, we will continue moving through the list to the extent that funds and/or personnel time are available:
 - Overall Projects (Village-wide, Administration / Land Use / Permitting)
 - Unified Development Ordinance update following Comprehensive Plan (Corresponds to Comprehensive Plan Implementation Priorities)
 - Planning for new municipal complex (Comprehensive Plan Strategy – Chapter 12)
 - Information technology assessment and plan
 - Internet/connectivity upgrade
 - Update personnel manual
 - Village logo refresh
 - Economic development strategy/outreach (corresponds to Comprehensive Plan near-term implementation priority to prepare marketing sheets for development opportunities and priority sites in the Village)
 - Update Village Building Codes
 - Building permit fee update
 - Building permit application updates
 - Transition to online building permitting
 - GIS zoning layers available for public viewing
 - Long-term electronic document storage
 - Police Department
 - Bodycams (acquisition and deployment)
 - Squad car replacement program (part of Village CIP)
 - Taser upgrades
 - Report management system upgrade
 - New messaging / speed trailer
 - Additional AEDs for squad cars
 - Upgraded squad car camera system
 - Solar-powered speed signage

- Scenario based training (VR/AR)
- Portable range
- Finance Department
 - Payment plan policy update
 - Electronic deposit of account holder online bank payments
 - Online timesheets
 - AR Module
 - BS&A Cloud system
- Streets and Parks
 - Tree trimming and removal
 - Memorial Park upgrades
 - Mower upgrades
 - Splash pad upgrades
 - Park/field use rental policy revision
 - Ditch maintenance program (annually)
 - Sign replacement program
 - GIS street sign mapping
 - Park flagpoles
 - Paint PW building
 - Parkway tree replacement program
 - Road maintenance plan
 - Rat hut replacement
 - Street sweeper
 - Town Center Park parking lot replacement
 - Memorial Park playground replacement
- Utilities
 - Water system emergency connect (exploratory phase)
 - Water rate study
 - Sewer televising
 - DE storage building
 - Lift station upgrades
 - SCADA upgrade
 - GIS utility maintenance records
 - Hydrant replacement program
 - Defined tower maintenance plan
 - Sewer plant facility plan
 - Water & sewer main extensions

- Continue a Facilities Needs Assessment as the Village looks toward the future and future growth.

Overview of Projected FYE 12/31/2023 Budget Position

Total Projected Fund Balances

Fund	FY 12/2023 Year-End Projected Fund Balance	Restricted Funds	Unrestricted Funds
01-GENERAL	\$7,232,579.14	\$3,447,102.50	\$3,785,476.64
20-WATER	\$5,281,178.20	\$307,153.74	\$4,974,024.46

Total Projected Impact Fee Account Balances

	Municipal Impact	Park Impact	Utility Fees
FYE 12/31/2023			
TOTALS	\$1,009,341.02	\$653,949.45	\$86,444.65

General Fund

The General Fund, as presented, seeks to maintain current operating expenditure levels. Adjustments have been made to accounts to more accurately reflect historical actual amounts. Calendar year 2024 revenue projections were developed using a conservative approach and available trend data.

The General Fund budget for 2024 does include the mid-year personnel adjustments, which were originally contemplated for CY2024 but were advanced due to organizational needs and unforeseen personnel matters. As the Village continues to grow, we are working to develop a personnel growth plan to meet those needs – similar to a capital improvement plan. This is also one of the Comprehensive Plan implementation recommendations. In this vein, our next personnel change recommendations will be the creation of a part-time Finance Clerk to assist with Accounts Payable and Payroll as well as a part-time Police Administrative Support Specialist to assist the full-time Administrative Support Specialist with the extensive reporting and records duties (including body cameras) in the Police Department.

Notable in the General Fund is the initiation by Public Works of a Tree Trimming and Removal Contract going forward. This will help us keep the trees in the parkway trimmed on a regular basis. As the trees continue to grow, branches hang over the road, sidewalks, and driveways. Having a certified arborist trim back the trees will promote tree growth and proper formation of the trees. The parkways will be evaluated in late summer/early fall for trimming along with some spot treatments during the summer. This contract also includes tree removal for any trees that are dead and need to be removed. This program envisions utilizing up to \$20,000 per year to maintain our tree canopy.

The proposed FYE 12/31/2023 Budget projects a General Fund surplus of \$390,573.

Description	FYE 12/31/2023 Original Budget	FYE 12/31/2023 Amended Budget	FYE 12/31/2023 Actuals as of 10/13/2023	2024 Proposed
Revenue	\$3,935,144	\$3,942,639	\$3,389,749	\$5,160,811
Expenditure	\$3,552,719	\$3,577,029	\$2,145,824	\$4,770,238
Net Funds (Deficit)	\$382,425	\$365,610	\$1,243,925	\$390,573

Community Days Fund

The Community Days Fund is separate and distinct from the General Fund, and will provide for all the necessary accounting for Community Days. The fund had a May 1, 2022 audited fund balance of \$37,034.

Description	FYE 12/31/2023 Budget	FY 12/31/2023 Actual as of 10/13/2023	2024 Proposed
Revenue	\$73,550	\$84,579	\$78,900
Expenditure	\$67,310	\$66,051	\$74,310
Net Funds (Deficit)	\$6,240	\$18,528	\$4,590

Public Infrastructure Fund (Road Improvement)

The Public Infrastructure Fund is used to more efficiently track and record revenues and expenditures related to public infrastructure improvements, namely road improvements. During FY2022, the Village issued \$4.09 million of bonds to fund a road program in Timber Trails and Timber Glen, which was completed in FY2023 along with supplementing the Wiley Street / Union Street Reconstruction in FYE 12/31/23 and the 2023 Road Program focused on Tipperary, Regent and Briarwood. There remains approximately \$1.0 million in bond proceeds. To that end the 2024 Budget contemplates allocating a portion of the remaining bond proceeds to the following projects:

- A) Reconstruction of Turner and Matteson in Old Town in the amount of \$700,000. These are the final two roads in Old Town which have not been reconstructed. Both will be rebuilt with sidewalks, curbs and gutters and modern storm drainage.
- B) Class D Patching in the amount of \$200,000. Class D patching is the process of cutting and removing the existing asphalt within the patch and replacing with new asphalt. With adding this project to the Village’s scope, it will help prolong the life of roads until we can secure another bond. The area of focus would be around Town Center Subdivision with some spot treating in other neighborhoods. With adding \$200,000 in the budget for this year, we will be able to address the areas of concern to help the roads hold up longer. Getting a head start on this program will allow us to budget smaller amounts in years to come to address any areas of concern.

Description	FYE 12/31/2023 Budget	FYE 12/31/2023 Actual	2024 Proposed
Revenue	\$1,393,700	\$229,845	\$1,402,000
Expenditure	\$1,372,500	\$73,698	\$1,218,100
Net Funds (Deficit)	\$21,200	\$156,147	\$183,900

Water / Wastewater Fund

There is currently a water rate study in progress for the water fund. There has not been a rate adjustment since approximately 2015, while operational and capital costs have continued to increase. The 2024 Budget is based upon existing rates and may be adjusted pending further discussions with the Board regarding rates. Operationally, the water fund is experiencing slight increases as the Village assesses the ongoing operational costs of the ALAR system. There does continue to be capital investments for the Water and Wastewater plants contemplated for 2024; however, given the significant investment over the previous year, 2024 represents a more modest approach as staff focuses on several operational/maintenance projects.

Description	FY 12/31/2023 Original Budget	FY 12/31/2023 Amended Budget	FY 12/31/2023 Actual As of 10/13/2023	2024 Proposed
Revenue	\$1,542,151	\$1,542,351	\$980,266	\$1,814,605
Expenditure	\$1,542,151	\$1,542,351	\$810,154	\$1,958,663
Net Funds (Deficit)	\$0	\$0	\$170,112	(\$144,058)

Motor Fuel Tax Fund (MFT)

As in previous years, the Village’s annual salt purchase is anticipated to be funded through the MFT Fund. The projected available fund balance of MFT at FYE 4/30/2023 is approximately \$1,979,000. Of that amount, road salt is the main expense at \$75,000 with the remaining \$50,000 being budgeted for the 2024 Road Program Debt Service should the use of it be necessary. If the entirety of the road bond payment can be made from the Infrastructure Fund, the \$50,000 will remain in the MFT Fund.

Description	FY 12/31/2023 Original Budget	FYE 12/31/2023 Amended Budget	FYE 12/31/2023 Actual As of 10/13/2023	2024 Proposed
Revenue	\$680,897	\$680,897	\$226,400	\$357,697
Expenditure	\$578,353	\$578,353	\$361,617	\$125,000
Net Funds (Deficit)	\$102,544	\$102,544	(\$135,217)	\$232,697

Other Funds

Please note, TIF 2 expenses are related to the TIF 2 Notes A & B; and the Police Pension Fund revenue reflects 100% of the actuarially recommended Village contribution along with estimated employee contributions.

Description	FYE 12/31/2023 Actuals			2024 Proposed		
	TIF 1	TIF 2	Police Pension	TIF 1	TIF 2	Police Pension
Revenue	\$248,571	\$943,512	\$303,913	\$316,000	\$943,000	\$323,632
Expenditure	\$276,758	\$849,201	\$200,000	\$100,000	\$906,460	\$226,000
Net Funds (Deficit)	(\$28,187)	\$94,311	\$103,913	\$216,000	\$36,540	\$97,632

Five-Year Capital Improvement Plan

During Fiscal Year 2023 the Village established a formal Capital Projects Fund. This fund is separate from the General Fund and is used to fund the Village's larger capital projects, specifically those outlined in the 5-year CIP plan. The Village is facing the dual pressures of a growing community and infrastructure as well as an aging equipment fleet and infrastructure. Furthermore, in general the cost of equipment and infrastructure replacement has gradually risen and in most cases is unable to be funded on a pay-go basis while keeping pace with the necessary replacement cycles. To address this challenge, Village staff established a Village-wide multi-year capital improvement plan (CIP) in FY2023. The development of a formal CIP is an expansive effort and Village staff have made significant strides at developing the framework of a plan over the past several years. As noted earlier in the memo, one of the goals for 2024 is further development of the plan, which will also be done in consultation with the Village engineer. Further elements to be added to the plan will be potential funding sources for the various projects.

The 2024 CIP is presented in three parts: (1) Public Works – General, (2) Public Works – Utilities, and (3) Police Department:

Vehicle/Equipment Replacement

As part of a long-term planning process, Village staff is making a proactive effort to get all departments that have a fleet of vehicles and equipment on the optimum replacement schedule. Part of this process is setting aside funds every year toward vehicle and equipment replacement in order to build up capital funds to replace vehicles as scheduled. The benefits of replacing equipment and vehicles on the optimum schedule are easy to understand. First, the vehicle/equipment will cost the Village less in maintenance year over year. Second, the Village will be able to reap the most value out of vehicles from buyers in the optimum replacement range. This allows the Village to better offset the costs of the new equipment/vehicles by bringing in more revenue from surplus items. Village staff are currently looking to institute various replacement schedules focusing on Public Works and the Police Department. The Public Works Department plans to have the following replacement programs: general fund vehicle replacement, utilities fund vehicle replacement and heavy equipment replacement. The police Department will have a replacement program that focuses on vehicles for their patrol officers.

Looking ahead for the next few years, Public Works has put together a 5-year vehicle replacement program. As the Village grows, we take on more maintenance and snow plowing. With upgrading our fleet, we can have more reliable work trucks and lower the risk of break downs during emergency snow removal. That also allows us to sell the equipment while it still has value and use that money from the sale of the trucks to go into the Capital Projects Fund to fund future vehicle purchases.



Budget	Acquisition
2024	Purchase a new Ford F550 to replace the 2009 Ford F550. Fund \$89,000 to Capital Fund toward future vehicle replacements.
2025	Purchase a new Ford F250 to replace the 2013 Ford F350. Fund \$75,000 to Capital Fund toward future vehicle replacements.
2026	Purchase a new Ford F750/International to replace the 2005 International Fund \$75,000 to Capital Fund toward future vehicle replacements.
2027	Fund \$75,000 to Capital Fund toward future vehicle replacements.
2028	Purchase a new Ford F550 to replace 2014 Ford F550

Streets – Tractor Purchase



Public Works currently has a 2004 70HP New Holland tractor that is used for mowing ditches. This tractor was never really serviced/cared for in the past and its hard to start at times and doesn't run too well. We are looking to get a 75HP tractor to replace it. This will be more reliable and handle the batwing and ditch mower with more ease. The purchase is budgeted in the Captial Projects fund at \$50,000 but may run up to \$65,000 which would be covered via the Heavy Equipment set aside the Village has been doing the last several years.

Streets – Tilt Trailer

A tilt trailer is needed to transport equipment for Public Works. It's a safer and easier way to transport equipment, the tilting deck helps reduce object falls, minimizing equipment damage and injuries to anyone near the trailer. This type of trailer will haul other pieces of equipment that our current trailers can not load due to having bi-fold ramps. The trailer is budgeted at \$12,000 from the General Fund.



Memorial Park Upgrades

The Memorial Park upgrades commenced in FYE 12/31/2023; however, due to staffing challenges and other unexpected priorities we are rebudgeting a portion of the project for 2024. The plan for the balance of the work is to put a full court basketball court behind the pavilion and playground. The basketball court will be asphalt and the lines will be stripped. A walking path will be a single path that leads to the basketball court with exit paths to the pavilion and playground. It will give it a nice new appeal that looks more organized. We will run drain tile from the pavilion to the pond to eliminate drainage issues at the pavilion. The baseball field is long overdue for replacing some of the post that are heaving and fencing that is too high.

Asphalt Path	\$12,000
Basketball Court Asphalt	\$12,000
Basketball Hoops	\$4,000
Basketball Court Painting	\$1,000
Pavilion drain Tile	\$1,000
Tree Planting	\$4,000
<u>Baseball Fence Repair</u>	<u>\$10,000</u>
Project Total	\$44,000

Splash Pad Equipment Replacement Program – Year 2 of 2

The current splash pad equipment is getting run down and has been painted for years to help it look presentable. Every summer the splash pad is full of kids enjoying their summer at Town Center Park. New equipment will help keep the splash pad in working order and look more presentable. The replacement program was originally envisioned over three years; however, due to some equipment malfunctions this summer, we are going to accelerate the program and have budgeted \$16,000 to implement the replacements.



Village-Wide Park Message Board Replacement Program – Year 2 of 6

Our Parks message boards are currently out of date and we have to manually change them multiple times a year. As part of a sign modernization plan, the 2024 budget contemplates setting aside an additional \$10,000 as part of a multi-year program to upgrade all three Village park message board signs to digital sign boards with cellular connectivity.

Upgrading to digital message boards will allow the Village to:

- Make quick changes
- Display multiple messages in a rotation
- Increase visibility
- Reach more residents
- Look more modern



Utilities – Raw Building HVAC

The HVAC upgrades are for the air exchange unit and louvers. These are the original units from when the RAW building was built in 2001. These units help remove fumes from the building as well as preventing the equipment from corroding as fast. Both the air exchange and louvers are currently not in working order. This project is budgeted at \$50,000 in the Water Fund.

Utilities – Replace Air Compressors

The air compressors in the ALAR room are 12 years old and in need of replacement. There are 2 air compressors and they provide air to the softener valves as well as the ALAR treatment system. The project is budgeted at \$12,000 in the Water Fund.

Utilities – Replace Softener Valves on Original Softener Units

The current softer vales are original from when the plant was first built in 2001 and are showing signs wear and failure. These softener valves sequence when regenerating the filters. We are planning to match these valves and equipment to the new softeners that were recently installed in the water treatment plant expansion. Butterfly valves are more dependable and sustainable for the foreseeable future. This project is budgeted at \$160,000 in the Water Fund.

Utilities – Sanitary Sewer Televising Equipment

Currently, the Village does not have a way to televise its sewer infrastructure. The EPA requires us to televise a percentage of our infrastructure annually. In 2023 we put \$12,000 in the budget to have a company televise Town Center sewer mains. The purchase of this equipment will save money over the long run as well as having it on hand in case of an emergency. This equipment will also be useful for televising the Villages Storm water infrastructure. This is budgeted at \$25,000 in the Water Fund.

Squad Car Replacement Program

The 2024 Budget also contemplates the purchase of a replacement Police squad as well. As you may recall the Police Department is on a two-year cycle for squad replacements with FYE12/31/23 being the set aside year. The 2024 Budget comtemplates an additional \$30,000 set aside to the Capital Fund with a purchase of \$55,000 from the same fund for a new squad.



Body Cameras

The 2024 Budget includes \$36,500 in the Capital Projects Fund for the purchase of body cameras. As you may recall the Village has previously transferred \$12,100 each of the past two fiscal years toward the eventual acquisition of officer worn body cameras and the related computer equipment. The 2024 Budget contemplates a final transfer of \$12,300 to the Capital Projects Fund to complete the purchase. As you may recall the requirement that all officers wear body cameras was included in law enforcement related legislation approved by the General Assembly, which also set implementation deadlines. While we have set aside the full amount, we were recently notified that the Village has been awarded a grant to cover approximately 50% of the purchase.

Other Budget Items for Consideration

Dunkin Donuts Donation

As the Board may recall, in November 2018, the Village received a \$2,000 donation from Dunkin Donuts. This donation is currently set aside in the General Fund existing fund balance. As part of the 2024 Budget discussion, the Board may wish to consider a project(s) for which to utilize this donation.

Conclusion

Taunya and I would like to extend our sincere thanks to all the Village Department heads and staff for their feedback and support in helping prepare the 2024 Budget.

We look forward to reviewing the proposed Budget with the Board on October 17. If you have any questions or concerns, please do not hesitate to contact me!

Attachments:

Exhibit A – Budget Printout, Inclusive of Projected Fund Balances

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	2023-24 ACTIVITY	2024-25 DEPT REQUESTED BUDGET
ESTIMATED REVENUES				
Dept 00 - GENERAL FUND				
01-00-3010	PROPERTY TAX	1,359,286	1,241,591	1,431,438
01-00-3020	PERSONAL PROPERTY REFL TAX	900	422	500
01-00-3030	TAX-SALES	336,000	232,413	504,000
01-00-3040	TAX-STATE INCOME	800,000	578,967	1,112,678
01-00-3041	STATE LOCAL USE TAX	206,000	125,245	317,908
01-00-3043	CANNABIS USE TAX	13,250	5,226	11,922
01-00-3060	LICENSE-LIQUOR	13,900	200	13,900
01-00-3090	PULLTABS & JAR GAMES TAX	900	1,007	900
01-00-3100	FEE-BUSINESS REGISTRATION	3,800	4,381	3,800
01-00-3110	FEE-CABLE FRANCHISE	36,700	16,506	50,000
01-00-3140	UTIL TAX-ELECTRIC	113,400	81,765	190,000
01-00-3150	ULT TAX-GAS	67,000	39,846	180,000
01-00-3160	CONTRACTOR REGISTRATION		4,170	9,000
01-00-3180	ULIT TAX-COMMUNICATIONS	40,000	26,341	60,000
01-00-3200	ZBA/PLAN.COMM. HEARINGS		500	
01-00-3210	MISCELLANEOUS INCOME	5,000	3,761	5,000
01-00-3220	FINES-COURT	11,400	8,139	19,000
01-00-3230	FINES-OTHER	2,000	2,795	2,200
01-00-3250	FEES-BUILDING PERMITS	78,000	118,300	110,000
01-00-3260	OVERWT/SIZE PERMIT FEE	1,500	1,540	1,500
01-00-3280	BUILDING ENGINEERING FEES	5,000	12,040	7,500
01-00-3290	RECYCLING LICENSE			2,500
01-00-3330	PARK PAVILION RENTAL	500	820	700
01-00-3410	INTEREST EARNED	34,000	221,365	50,000
01-00-3440	PARK IMPACT FEES	26,480	67,650	26,480
01-00-3451	GILBERTS POLICE REPORT REQUEST	135	170	150
01-00-3460	MUNICIPAL UTILITY IMPACT FEE	10,000	8,000	10,000
01-00-3480	ANTENNA RENTAL	45,072	27,890	66,935
01-00-3500	GRANT REVENUE	6,256		6,000
01-00-3530	VACANT PROP / BUILDING REGISTRAT		200	
01-00-3540	RAFFLE LICENSE	60	10	
01-00-3560	GARBAGE HAULER LICENSE	400	200	400
01-00-3580	VIDEO GAMING	104,000	70,303	162,000
01-00-3630	MUNICIPAL IMPACT FEE	55,000	64,386	55,000
01-00-8100	TRANSFERS IN	1,000	2	
Totals for dept 00 - GENERAL FUND		3,376,939	2,966,151	4,411,411
Dept 07 - ENHANCED DUI PROGRAM				
01-07-3017	ENHANCED DUI - VEHICLE SEIZURE	2,000	500	2,000
Totals for dept 07 - ENHANCED DUI PROGRAM		2,000	500	2,000
Dept 08 - GARBAGE HAULING				
01-08-3018	GARBAGE REVENUE	534,000	402,010	708,000
01-08-3028	FRANCHISE REVENUE -GARBAGE	26,700	19,355	35,400
01-08-3080	LATE FEES	3,000	2,781	4,000
Totals for dept 08 - GARBAGE HAULING		563,700	424,146	747,400
TOTAL ESTIMATED REVENUES		3,942,639	3,390,797	5,160,811

APPROPRIATIONS

Dept 01 - ADMINISTRATIVE				
01-01-5010	WAGES-BOARD	16,000	11,375	24,000
01-01-5020	WAGES-PLANNING AND ZBA	2,100	400	2,100
01-01-5030	WAGES-GENERAL	225,286	128,632	381,083
01-01-5040	FICA	6,708	8,507	25,246
01-01-5050	MEDICARE	3,529	1,989	5,905
01-01-5051	STATE UNEMPL TAX	22,000	961	
01-01-5052	IMRF	23,948	13,670	40,510
01-01-5054	GROUP HEALTH INS	31,936	11,464	46,933
01-01-5056	WORKER'S COMP INS	42,000		42,000
01-01-5060	OPERATING EXPENSE	3,500	492	3,500
01-01-5070	DUES	7,785	5,802	8,505
01-01-5080	LEGAL NOTICES	1,600	262	1,600
01-01-5090	COMMUNICATIONS	13,260	1,423	13,850
01-01-5100	POSTAGE	2,300	800	2,300
01-01-5110	PRINTING	7,400	1,473	6,650
01-01-5150	COMMUNITY RELATIONS	5,500	572	7,400
01-01-5190	RENTAL-EQUIPMENT	3,441	1,963	5,320
01-01-5200	OFFICE SUPPLIES	2,667	1,496	4,000
01-01-5210	NISRA EXPENSE	900		900
01-01-5230	LEGAL EXPENSE	50,000	48,478	75,000
01-01-5240	ACCOUNTING SERVICES	48,000	41,188	50,000
01-01-5270	BANK FEES	175	25	175
01-01-5310	INSURANCE LIABILITY	48,000		50,000
01-01-5320	INSURANCE VEHICLES & EQUIP.	11,000		15,000
01-01-5360	ENGINEERING SERVICES	25,800	23,216	26,800

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	2023-24 ACTIVITY	2024-25 DEPT REQUESTED BUDGET
APPROPRIATIONS				
Dept 01 - ADMINISTRATIVE				
01-01-5370	GASOLINE		48	250
01-01-5390	MAINTENANCE VEHICLES			200
01-01-5400	MAINTENANCE EQUIPMENT	600		600
01-01-5410	MAINTENANCE BUILDING	4,000	630	2,100
01-01-5450	CONTRACTUAL SERVICES	62,757	10,462	62,787
01-01-5480	CAPITAL EQUIPMENT	8,500	4,202	8,500
01-01-5491	EMPLOYEE ENGAGEMENT	3,000		3,000
01-01-5560	VILLAGE PLANNER SERVICES	40,000	9,350	40,000
01-01-5580	TRAINING EXPENSE	24,105	174	22,605
01-01-5661	73 INDUSTRIAL PRINCIPAL	30,000	11,528	30,000
01-01-5671	73 INDUSTRIAL INTEREST	15,000	6,025	15,000
01-01-5960	REIMBURSED EXPENSES		(327,535)	
01-01-8500	TRANSFERS OUT	1,050	1,050	1,050
Totals for dept 01 - ADMINISTRATIVE		793,847	20,122	1,024,869
Dept 02 - POLICE				
01-02-5030	WAGES-POLICE	650,812	469,345	938,001
01-02-5031	WAGES - HOLIDAY WORKED	17,308	8,286	27,000
01-02-5032	WAGES - OVERTIME	11,819	17,936	22,762
01-02-5040	FICA	39,633	29,837	59,568
01-02-5050	MEDICARE	9,269	6,978	13,932
01-02-5052	IMRF	3,484	2,581	5,499
01-02-5054	GROUP HEALTH INS	108,290	60,005	144,381
01-02-5058	UNIFORMS	11,800	4,978	12,600
01-02-5060	OPERATING EXPENSE	2,834	1,345	10,925
01-02-5070	DUES	3,460	2,816	4,760
01-02-5090	COMMUNICATIONS	6,173	2,949	9,300
01-02-5110	PRINTING	1,000	136	1,000
01-02-5170	PUBLICATIONS/BROCHURES	150		150
01-02-5180	SMALL TOOLS AND EQUIPMENT	750	9	1,000
01-02-5190	RENTAL-EQUIPMENT	2,235	372	2,235
01-02-5200	OFFICE SUPPLIES	1,667	331	3,000
01-02-5230	LEGAL EXPENSE	3,667	2,048	5,600
01-02-5300	DISPATCHING	95,000	93,459	100,425
01-02-5370	GASOLINE	18,700	12,247	30,000
01-02-5390	MAINTENANCE VEHICLES	17,470	4,426	31,200
01-02-5400	MAINTENANCE EQUIPMENT	2,000	614	3,000
01-02-5410	MAINTENANCE BUILDING	13,950	8,732	19,100
01-02-5450	CONTRACTUAL SERVICES	12,445	4,827	14,035
01-02-5480	CAPITAL EQUIPMENT			5,200
01-02-5570	COMMUNITY RELATIONS	1,400	66	2,000
01-02-5580	TRAINING EXPENSE	8,950	2,771	9,550
01-02-8500	TRANSFERS OUT-POLICE	40,100	40,100	45,300
Totals for dept 02 - POLICE		1,084,366	777,194	1,521,523
Dept 03 - PUBLIC WORKS				
01-03-5030	WAGES-PPW	178,177	103,840	292,616
01-03-5032	WAGES - OVERTIME	11,040	850	11,140
01-03-5040	FICA	11,580	6,619	18,833
01-03-5050	MEDICARE	2,709	1,548	4,405
01-03-5052	IMRF	19,854	11,355	32,290
01-03-5054	GROUP HEALTH INS	21,776	692	13,472
01-03-5058	UNIFORMS	2,400	2,000	3,200
01-03-5060	OPERATING EXPENSE	2,435	4,281	8,100
01-03-5070	DUES	382		400
01-03-5090	COMMUNICATIONS	1,460	1,116	5,140
01-03-5180	SMALL TOOLS AND EQUIPMENT	7,400	4,235	31,500
01-03-5190	RENTAL-EQUIPMENT	2,000	2,092	2,000
01-03-5251	NPDES PERMITS	1,000	1,000	1,000
01-03-5260	STREETLIGHTING	25,400	16,939	38,100
01-03-5370	GASOLINE	12,000	3,562	20,000
01-03-5380	SIGNS EXPENSE	12,500	420	4,000
01-03-5390	MAINTENANCE VEHICLES	17,800	8,741	24,000
01-03-5400	MAINTENANCE EQUIPMENT	10,000	1,442	12,000
01-03-5410	MAINTENANCE BUILDING	8,000	9,986	16,000
01-03-5420	MAINTENANCE STREETS	17,000	3,569	52,000
01-03-5440	MAINTENANCE GROUNDS	6,000	2,018	11,000
01-03-5441	TREE/SIDEWALK REPLACEMENT	2,500	550	8,400
01-03-5450	CONTRACTUAL SERVICES	40,485	14,904	41,900
01-03-5461	WEATHER SIREN MAINTENANCE	2,500		2,500
01-03-5480	CAPITAL EQUIPMENT	21,000	20,252	12,000
01-03-5580	TRAINING EXPENSE	3,800	368	4,000
01-03-8500	TRANSFERS OUT	265,000	265,000	284,000
Totals for dept 03 - PUBLIC WORKS		706,198	487,379	953,996
Dept 04 - BUILDING				

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	2023-24 ACTIVITY	2024-25 DEPT REQUESTED BUDGET
APPROPRIATIONS				
Dept 04 - BUILDING				
01-04-5030	WAGES-BUILDING	33,719	22,714	51,170
01-04-5040	FICA	2,091	1,408	3,173
01-04-5050	MEDICARE	489	329	742
01-04-5052	IMRF	3,584	2,415	5,440
01-04-5054	GROUP HEALTH INS	28	20	40
01-04-5070	DUES	186		186
01-04-5090	COMMUNICATIONS	360	178	540
01-04-5200	OFFICE SUPPLIES	700	105	
01-04-5250	BUILDING PERMIT EXPENSE	80,000	118,143	80,000
01-04-5370	GASOLINE		424	
01-04-5450	CONTRACTUAL SERVICES	12,500		12,500
01-04-5580	TRAINING EXPENSE	500		500
Totals for dept 04 - BUILDING		134,157	145,736	154,291
Dept 06 - PARKS				
01-06-5030	REG WAGES	25,066	7,482	26,245
01-06-5040	FICA	1,554	464	1,628
01-06-5050	MEDICARE	363	108	381
01-06-5052	IMRF	2,665	171	1,333
01-06-5060	OPERATING EXPENSE	500	208	1,500
01-06-5090	COMMUNICATIONS	2,700	1,073	2,840
01-06-5120	UTILITIES	4,200	2,202	4,000
01-06-5190	RENTAL-EQUIPMENT	3,000	80	2,000
01-06-5211	MAINTENANCE SUPPLIES	1,700	214	1,900
01-06-5350	MINOR PARK PROJECTS	500		
01-06-5370	GASOLINE	1,000	1,118	2,000
01-06-5391	MAINTENANCE-SPORTS/PLAYGROUND EQ	11,000		17,600
01-06-5400	MAINTENANCE EQUIPMENT	2,000	3,851	2,500
01-06-5410	MAINTENANCE BUILDING	10,500	478	2,000
01-06-5440	MAINTENANCE GROUNDS	21,000	7,277	20,000
01-06-5450	CONTRACTUAL SERVICES	9,800	4,621	10,000
01-06-5480	CAPITAL EQUIPMENT		329,261	20,000
01-06-8500	TRANSFERS OUT-PARKS	35,000	35,000	45,000
Totals for dept 06 - PARKS		132,548	393,608	160,927
Dept 07 - ENHANCED DUI PROGRAM				
01-07-5480	CAPITAL EQUIPMENT			23,000
Totals for dept 07 - ENHANCED DUI PROGRAM				23,000
Dept 08 - GARBAGE HAULING				
01-08-5068	GARBAGE HAULING EXPENSE	472,000	321,785	708,000
Totals for dept 08 - GARBAGE HAULING		472,000	321,785	708,000
Dept 89 - GPD DOWN STATE PENSION FUND				
01-89-5621	GPD DOWNSTATE PENSION FUND	253,913		223,632
Totals for dept 89 - GPD DOWN STATE PENSION FUND		253,913		223,632
TOTAL APPROPRIATIONS		3,577,029	2,145,824	4,770,238
NET OF REVENUES/APPROPRIATIONS - FUND 01		365,610	1,244,973	390,573
BEGINNING FUND BALANCE				
ENDING FUND BALANCE				

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	2023-24 ACTIVITY	2024-25 DEPT REQUESTED BUDGET
ESTIMATED REVENUES				
Dept 00 - GENERAL FUND				
11-00-3015	COMMUNITY DAYS DONATIONS	14,000	23,750	20,000
11-00-3210	OTHER INCOME	17,000	24,611	17,000
11-00-3211	PLANNED USE OF FUND RESERVES	8,500		
11-00-3520	VENDOR FEES	3,500	3,098	3,400
11-00-3590	VIDEO GAMING LICENSE	12,000	1,500	12,000
11-00-3980	BEVERAGE SALES	17,500	30,570	25,000
11-00-8100	TRANSFERS IN	1,050	1,050	1,500
Totals for dept 00 - GENERAL FUND		73,550	84,579	78,900
TOTAL ESTIMATED REVENUES		73,550	84,579	78,900
APPROPRIATIONS				
Dept 00 - GENERAL FUND				
11-00-5060	BEVERAGE OPERATIONS	12,860	13,960	15,500
11-00-5070	PERMITS & LICENSES	70		70
11-00-5079	ADVERTISING / MARKETING	3,420	2,074	3,930
11-00-5130	MISCELLANEOUS EXPENSES	410	54	500
11-00-5159	ENTERTAINMENT	39,700	39,469	42,200
11-00-5213	LABOR & OUTSIDE SERVICES	5,200	4,963	6,000
11-00-5610	EQUIPMENT & SERVICES	5,650	5,531	6,110
Totals for dept 00 - GENERAL FUND		67,310	66,051	74,310
TOTAL APPROPRIATIONS		67,310	66,051	74,310
NET OF REVENUES/APPROPRIATIONS - FUND 11		6,240	18,528	4,590
BEGINNING FUND BALANCE				
ENDING FUND BALANCE				

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	2023-24 ACTIVITY	2024-25 DEPT REQUESTED BUDGET
ESTIMATED REVENUES				
Dept 00 - GENERAL FUND				
12-00-3031	NON HOME RULE 1% SALES TAX	320,000	220,327	480,000
12-00-3050	TAX-ROAD AND BRIDGE	9,000	8,830	8,000
12-00-3211	PLANNED USE OF FUND RESERVES	1,050,000		900,000
12-00-3390	SSA#24 BOND INTEREST	13,500	2	13,000
12-00-3410	INTEREST EARNED	1,200	686	1,000
Totals for dept 00 - GENERAL FUND		1,393,700	229,845	1,402,000
TOTAL ESTIMATED REVENUES		1,393,700	229,845	1,402,000
APPROPRIATIONS				
Dept 00 - GENERAL FUND				
12-00-5270	BANK FEES		475	500
12-00-5360	ENGINEERING SERVICES		34,473	
12-00-5480	CAPITAL EQUIPMENT	1,050,000		900,000
12-00-5490	GO BOND PRINCIPAL	245,000		245,000
12-00-5491	GO BOND INTEREST	77,500	38,750	72,600
Totals for dept 00 - GENERAL FUND		1,372,500	73,698	1,218,100
TOTAL APPROPRIATIONS		1,372,500	73,698	1,218,100
NET OF REVENUES/APPROPRIATIONS - FUND 12		21,200	156,147	183,900
BEGINNING FUND BALANCE				
ENDING FUND BALANCE				

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	2023-24 ACTIVITY	2024-25 DEPT REQUESTED BUDGET
ESTIMATED REVENUES				
Dept 00 - GENERAL FUND				
15-00-8100	TRANSFERS IN	340,100	340,100	374,300
Totals for dept 00 - GENERAL FUND		340,100	340,100	374,300
TOTAL ESTIMATED REVENUES		340,100	340,100	374,300
APPROPRIATIONS				
Dept 00 - GENERAL FUND				
15-00-5481	CAPITAL PROJECTS	150,000	89,989	421,500
Totals for dept 00 - GENERAL FUND		150,000	89,989	421,500
TOTAL APPROPRIATIONS		150,000	89,989	421,500
NET OF REVENUES/APPROPRIATIONS - FUND 15		190,100	250,111	(47,200)
BEGINNING FUND BALANCE				
ENDING FUND BALANCE				

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	2023-24 ACTIVITY	2024-25 DEPT REQUESTED BUDGET
ESTIMATED REVENUES				
Dept 00 - GENERAL FUND				
20-00-3022	INCOME - WASTEWATER	500,000	431,011	825,000
20-00-3032	INCOME - WATER	567,000	470,338	920,000
20-00-3080	LATE FEES	13,400	15,917	25,000
20-00-3211	PLANNED USE OF FUND RESERVES	417,751		
20-00-3310	FEE-TAP-ON - WATER	1,700	4,200	4,000
20-00-3320	FEE-TAP-ON SEWER	1,000		
20-00-3360	METER SALES	8,000	26,610	7,605
20-00-3390	SSA#24 BOND INTEREST	13,500	2	13,000
20-00-3410	INTEREST EARNED	20,000	32,034	20,000
Totals for dept 00 - GENERAL FUND		1,542,351	980,112	1,814,605
TOTAL ESTIMATED REVENUES		1,542,351	980,112	1,814,605
APPROPRIATIONS				
Dept 10 - WATER SYSTEMS				
20-10-5030	REG. WAGES	150,084	75,436	182,751
20-10-5032	WAGES - OVERTIME		4,344	8,000
20-10-5040	FICA	9,250	4,777	11,331
20-10-5050	MEDICARE	2,163	1,117	2,650
20-10-5052	IMRF	29,952	8,481	19,427
20-10-5054	GROUP HEALTH INS	25,806	12,367	33,989
20-10-5056	WORKER'S COMP INS	18,000		18,000
20-10-5058	UNIFORMS	1,800	200	2,000
20-10-5070	DUES	900	441	1,100
20-10-5080	LEGAL NOTICES	100		100
20-10-5090	COMMUNICATIONS	5,950	2,978	11,570
20-10-5100	POSTAGE	2,900	1,795	2,900
20-10-5110	PRINTING	3,100	1,388	2,100
20-10-5120	UTILITIES	60,000	71,871	100,000
20-10-5180	SMALL TOOLS AND EQUIPMENT	5,500	902	4,000
20-10-5190	RENTAL-EQUIPMENT	2,620	524	4,120
20-10-5200	OFFICE SUPPLIES	700	429	1,000
20-10-5213	OUTSIDE SERVICES	3,400		6,000
20-10-5262	LAB SUPPLIES & EQUIPMENT	6,500	1,582	7,000
20-10-5281	CHEMICALS	70,000	33,901	85,000
20-10-5301	MAINT SUPPLIES-JANTORIAL	250		200
20-10-5310	INSURANCE LIABILITY	31,000		
20-10-5320	INSURANCE VEHICLES & EQUIP.	6,000		
20-10-5360	ENGINEERING SERVICES	10,000		8,000
20-10-5370	GASOLINE	4,700	1,958	7,000
20-10-5381	MAINTENANCE PARTS & MATERIALS	6,700	1,121	8,000
20-10-5390	MAINTENANCE VEHICLES	3,400	593	5,000
20-10-5410	MAINTENANCE BUILDING	8,000	6,891	2,000
20-10-5431	HYDRANT MAINTENANCE	1,700		10,000
20-10-5450	CONTRACTUAL SERVICES	25,960	10,981	32,400
20-10-5480	CAPITAL EQUIPMENT	370,000	209,760	239,000
20-10-5510	WATER METERS	24,000	359	30,000
20-10-5520	LABORATORY TESTING	55,000	3,484	50,000
20-10-5580	TRAINING EXPENSE	4,000		4,000
20-10-5601	REPAIRS-WATER DISTRIBUTION SYS.	7,000	6,831	6,000
20-10-5652	BRINE HAULING EXPENSES	34,000	27,391	60,000
20-10-5662	IEPA LOAN-PRINCIPAL	25,826	13,354	26,836
20-10-5672	IEPA LOAN - INTEREST	7,156	3,142	6,155
Totals for dept 10 - WATER SYSTEMS		1,023,417	508,398	997,629
Dept 20 - WASTEWATER SYSTEMS				
20-20-5030	WAGES	127,912	79,313	184,459
20-20-5032	WAGES - OVERTIME		4,772	8,000
20-20-5040	FICA	7,817	5,085	11,437
20-20-5050	MEDICARE	1,828	1,189	2,675
20-20-5052	IMRF	13,402	8,938	19,608
20-20-5054	GROUP HEALTH INS	15,511	8,985	22,765
20-20-5058	UNIFORMS	1,600		1,800
20-20-5090	COMMUNICATIONS	4,050	1,210	6,170
20-20-5100	POSTAGE	2,900	1,795	2,900
20-20-5110	PRINTING	2,100	1,388	2,100
20-20-5120	UTILITIES	94,000	64,756	140,000
20-20-5180	SMALL TOOLS AND EQUIPMENT	5,500	1,681	4,000
20-20-5190	RENTAL-EQUIPMENT	2,620		3,120
20-20-5200	OFFICE SUPPLIES	700	272	1,000
20-20-5213	OUTSIDE SERVICES	30,000		32,000
20-20-5251	NPDES PERMITS	20,000	32,500	20,000
20-20-5262	LAB SUPPLIES & EQUIPMENT	5,600	2,199	8,000
20-20-5281	CHEMICALS	42,000		38,000
20-20-5301	MAINT SUPPLIES-JANITORIAL	250		200
20-20-5360	ENGINEERING SERVICES	7,000		8,000

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	2023-24 ACTIVITY	2024-25 DEPT REQUESTED BUDGET
APPROPRIATIONS				
Dept 20 - WASTEWATER SYSTEMS				
20-20-5370	GASOLINE	5,000	1,938	7,000
20-20-5381	MAINTENANCE PARTS & MATERIALS	10,000	2,586	8,000
20-20-5390	MAINTENANCE VEHICLES	3,400	593	5,000
20-20-5410	MAINTENANCE BUILDING	7,000		4,000
20-20-5450	CONTRACTUAL SERVICES	69,744	60,479	80,000
20-20-5480	CAPITAL EQUIPMENT			282,800
20-20-5520	LABORATORY TESTING	20,000	22,077	44,000
20-20-5580	TRAINING EXPENSE	2,000		2,000
20-20-5602	REPAIRS-W/WATER COLLECTION SYS.	7,000		4,000
20-20-5660	COLLECTION SYS. PUMP MAINT.	10,000		8,000
Totals for dept 20 - WASTEWATER SYSTEMS		518,934	301,756	961,034
TOTAL APPROPRIATIONS		1,542,351	810,154	1,958,663
NET OF REVENUES/APPROPRIATIONS - FUND 20			169,958	(144,058)
BEGINNING FUND BALANCE				
ENDING FUND BALANCE				

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	2023-24 ACTIVITY	2024-25 DEPT REQUESTED BUDGET
ESTIMATED REVENUES				
Dept 00 - GENERAL FUND				
30-00-3211	PLANNED USE OF FUND RESERVES	453,353		
30-00-3410	INTEREST EARNED	15,000	32,858	20,000
30-00-3450	MOTOR FUEL TAX	212,544	193,542	337,697
Totals for dept 00 - GENERAL FUND		680,897	226,400	357,697
TOTAL ESTIMATED REVENUES		680,897	226,400	357,697
APPROPRIATIONS				
Dept 00 - GENERAL FUND				
30-00-5462	MFT RESOLUTION	125,000	12,678	125,000
30-00-5463	MFT - REBUILD IL	453,353	348,939	
Totals for dept 00 - GENERAL FUND		578,353	361,617	125,000
TOTAL APPROPRIATIONS		578,353	361,617	125,000
NET OF REVENUES/APPROPRIATIONS - FUND 30		102,544	(135,217)	232,697
BEGINNING FUND BALANCE				
ENDING FUND BALANCE				

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	2023-24 ACTIVITY	2024-25 DEPT REQUESTED BUDGET
ESTIMATED REVENUES				
Dept 00 - GENERAL FUND				
31-00-3410	INTEREST EARNED		3,155	3,000
Totals for dept 00 - GENERAL FUND			3,155	3,000
TOTAL ESTIMATED REVENUES			3,155	3,000
APPROPRIATIONS				
Dept 00 - GENERAL FUND				
31-00-8500	TRANSFERS OUT		2	
Totals for dept 00 - GENERAL FUND			2	
TOTAL APPROPRIATIONS			2	
NET OF REVENUES/APPROPRIATIONS - FUND 31			3,153	3,000
BEGINNING FUND BALANCE				
ENDING FUND BALANCE				

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	2023-24 ACTIVITY	2024-25 DEPT REQUESTED BUDGET
ESTIMATED REVENUES				
Dept 00 - GENERAL FUND				
34-00-3010	PROPERTY TAX	316,779	248,260	316,000
34-00-3410	INTEREST EARNED	500	311	
Totals for dept 00 - GENERAL FUND		<u>317,279</u>	<u>248,571</u>	<u>316,000</u>
TOTAL ESTIMATED REVENUES		317,279	248,571	316,000
APPROPRIATIONS				
Dept 00 - GENERAL FUND				
34-00-5061	ADMINISTRATIVE FEES	1,000	550	
34-00-5074	FACADE GRANT	100,000	65,000	100,000
34-00-5451	MINOR PROJECTS		211,208	
Totals for dept 00 - GENERAL FUND		<u>101,000</u>	<u>276,758</u>	<u>100,000</u>
TOTAL APPROPRIATIONS		101,000	276,758	100,000
NET OF REVENUES/APPROPRIATIONS - FUND 34		216,279	(28,187)	216,000
BEGINNING FUND BALANCE				
ENDING FUND BALANCE				

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	2023-24 ACTIVITY	2024-25 DEPT REQUESTED BUDGET
ESTIMATED REVENUES				
Dept 00 - GENERAL FUND				
35-00-3010	PROPERTY TAX	943,578	728,577	943,000
35-00-3410	INTEREST EARNED	650	325	
Totals for dept 00 - GENERAL FUND		<u>944,228</u>	<u>728,902</u>	<u>943,000</u>
TOTAL ESTIMATED REVENUES		944,228	728,902	943,000
APPROPRIATIONS				
Dept 00 - GENERAL FUND				
35-00-5061	ADMINISTRATIVE FEES	5,550		5,550
35-00-5071	TIF NOTE INTEREST	263,262		255,910
35-00-5081	TIF NOTE PRINCIPAL	546,738		645,000
Totals for dept 00 - GENERAL FUND		<u>815,550</u>		<u>906,460</u>
TOTAL APPROPRIATIONS		815,550		906,460
NET OF REVENUES/APPROPRIATIONS - FUND 35		<u>128,678</u>	<u>728,902</u>	<u>36,540</u>
BEGINNING FUND BALANCE				
ENDING FUND BALANCE				

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	2023-24 ACTIVITY	2024-25 DEPT REQUESTED BUDGET
ESTIMATED REVENUES				
Dept 00 - GENERAL FUND				
40-00-3410	INTEREST EARNED	15	3	
Totals for dept 00 - GENERAL FUND		15	3	
TOTAL ESTIMATED REVENUES		15	3	
NET OF REVENUES/APPROPRIATIONS - FUND 40		15	3	
BEGINNING FUND BALANCE				
ENDING FUND BALANCE				

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	2023-24 ACTIVITY	2024-25 DEPT REQUESTED BUDGET
ESTIMATED REVENUES				
Dept 00 - GENERAL FUND				
43-00-3421	UNREALIZED GAIN/LOSS		113,011	
43-00-3490	EMPLOYER CONTRIBUTIONS	253,913		223,632
43-00-3491	EMPLOYEE CONTRIBUTIONS	50,000	13,986	100,000
Totals for dept 00 - GENERAL FUND		303,913	126,997	323,632
TOTAL ESTIMATED REVENUES		303,913	126,997	323,632
APPROPRIATIONS				
Dept 00 - GENERAL FUND				
43-00-5030	RETIREE PENSION PAY		21,297	168,000
43-00-5040	FICA		2,826	16,000
43-00-5240	ACCOUNTING SERVICES		1,795	17,000
43-00-5270	BANK FEES		34	
43-00-5321	PROFESSIONAL FEES	10,000		25,000
43-00-5509	PENSION EXPENSES	114,000		
Totals for dept 00 - GENERAL FUND		124,000	25,952	226,000
TOTAL APPROPRIATIONS		124,000	25,952	226,000
NET OF REVENUES/APPROPRIATIONS - FUND 43		179,913	101,045	97,632
BEGINNING FUND BALANCE				
ENDING FUND BALANCE				
ESTIMATED REVENUES - ALL FUNDS		9,538,672	6,359,461	10,773,945
APPROPRIATIONS - ALL FUNDS		8,328,093	3,850,045	9,800,271
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS		1,210,579	2,509,416	973,674
BEGINNING FUND BALANCE - ALL FUNDS				
ENDING FUND BALANCE - ALL FUNDS				