

**CITY OF LINCOLN**  
**COMMITTEE OF THE WHOLE MEETING**  
**AGENDA**  
**MARCH 1, 2023**  
**CITY HALL COUNCIL CHAMBERS**  
**7:00 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Adam Mackey – Lincoln Speedway 2023 Tentative Racing Schedule**
- 5. Request to Permit Event with Street Closure – Third Annual Logan County Pride Festival Saturday, June 3, 2023 from 8:30 a.m. until 6:00 p.m..**
- 6. Economic Development Commission Approvals – Ty Tucker for Commercial Property at 720 Sherman Street in the amount of \$7,500.00. Ty Tucker for Commercial Property at 1112 Keokuk Street in the amount of \$7,500.00. David White/Advanced Heating & Cooling in the amount of \$1,375.00.**
- 7. An Ordinance authorizing and providing for an Installment Purchase Agreement for the Purchase Agreement for the purpose of financing the cost of certain capital related projects for the City of Lincoln, Logan County, Illinois and authorizing and provided for the issue of not to exceed \$366,060 General Obligation (Limited Tax) Debt Certificates, Series 2023, of said City evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing security for and means of payment under the Agreement of the Certificates.**
- 8. City Engineer – Request for Proposals Review**
- 9. Announcements**
- 10. Possible Executive Session**
- 11. Adjournment**
- 12. Upcoming Meetings:** City Council Meeting: Tuesday, March 6, 2023 at 7:00 PM  
Committee of the Whole Meeting: Tuesday, March 14, 2023 at 7:00 PM



# 2023 Tentative Racing Schedule

Sunday, March 26 Test & Tune For All Divisions  
(12:00-4:00)

Sunday, April 2 Test & Tune For All Divisions  
(12:00-4:00)

Friday, April 7 2023 Door Buster  
(PLM, B10MOD, SPORT, SS, MARA, HOR)

Friday, April 28 305 Sprint Cars  
(305 SPRINTS, B10PLM, MOD, MARA, B10SS, HOR)

Thursday, May 11 Castrol FloRacing Night In America  
\$23,000 To Win Super Late Models  
Presented By Graue Chevrolet  
(SLM & MOD)

Friday, May 19 Vintage Racing Of Illinois  
(VRI, PLM, MOD, SS, MARA, HOR)

Friday, June 9 7th Annual Ed Cain Hornet Challenge  
(PLM, B10MOD, PROMOD, SPORT, BARA, HOR)

Sunday, June 25 DIRTcar Summer Nationals Hell Tour  
POWRi Illinois Midget Speedweek  
(SLM, MOD, POWRi Midgets)

Sunday, July 2 Red, White, & Blue Triple 40's  
FIREWORKS Display  
(B10PLM 40, B10MOD 40, B10SS 40, MARA, HOR)

Friday, July 14 Built FORD Tough MOWA Sprint Cars  
(MOWA, PLM, MOD, MARA, HOR)

Sunday, July 23 Sunday Funday  
(PLM, MOD, SPORT, SS, MARA, HOR)

Friday, August 18 Night Before State Fair Race w/ MOWA Sprints  
(MOWA, B10PLM, MOD, MARA, HOR)

Friday, August 25 Brandt Season Championships  
(PLM, B10MOD, B10SS, MARA, HOR)

Thurs-Sat DIRTcar Fall Nationals  
Thursday - Practice  
Friday - Racing  
Saturday - Racing



\*SLM=Super Late Model - PLM=Pro Late Model - MOD=Modifieds - SS=Street Stocks - MARA=Midgets  
HOR=Hornets - SPORT=Sportsman - B10=Big Ten Point Event

Lincoln Speedway - Logan County Fairgrounds - 1408 Short Eleventh St. - Lincoln, IL 62656

For More Information Visit: [www.lincolnspeedwayil.com](http://www.lincolnspeedwayil.com) Or Call 217-764-3200



Normal Times  
Pits 4:00  
Stands 5:00  
Hotlaps 6:00  
Racing 7:00



THE CITY OF LINCOLN

Date Received \_\_\_\_\_

FEB 22 2023

REQUEST TO PERMIT EVENT WITH STREET CLOSURE  
Must Have Council Approval

RECEIVED

Date(s) of Event: 6/3/2023

A copy of this form must be available at the Event!

Please describe below your request for use of City Property.

Description of Event (including participating merchants, vendors, exhibitors, and units, etc.)

Third annual Logan County Pride Festival. Activities include: art & craft vendors, food vendors, bouncy house, educational, health and social resources, games, contests, raffle baskets, cash raffles, and partnering with local businesses.

This is a family friendly event intended to bring awareness, support and inclusivity to the LGBTQ+ community and allies.

Location of Event Property: (Address Utilized Space) South Kickapoo & Pulaski Streets

Items occupying street space utilized: Vendors, booths, bouncy houses, games

Date(s) and time(s) for usage of Property: Saturday, June 3, 2023 / 8:30am

Are licenses needed, if yes, please attach. YES  NO

Street Closures and Parking Street(s) will be closed (Please attach map or sketch of all closures.)

If closed, which streets and blocks? South Kickapoo & Pulaski intersection

(Broadway & S. McLean to remain open)

o Closed from 8:30  a.m./p.m. until 6:00 a.m./ p.m. (circle a.m. or p.m.)

If different times on different days, please specify. \_\_\_\_\_

Does this street normally have access to a permitted parking lot? Specify, No

Certificate of Insurance Liability for event must be attached to request before approval.

Business/Organization/Sponsor Name: Logan County Pride

Contact Name: Kelsi Edwards, President Email: logancountypride@gmail.com

Address: P.O. Box 612 Lincoln, IL 62656 Signature: Kelsi Edwards

Phone: Business: \_\_\_\_\_ Cell: 217-671-0537

APPROVED: (signatures)

Police Department: Joseph H. Meister

Mayor: \_\_\_\_\_

Fire Department: Robert J. D...

Vote: Council Approval \_\_\_ Years \_\_\_ Nays

Street Department: Walt Janule

Date: \_\_\_\_\_

As soon as all signatures are obtained, you will be contacted at the phone number you provided.

If your special event will be held more than once during this year with the same location and arrangements, you may use the same application with a change in dates.





Country Financial  
 Brokerage,  
 1705 N. Towanda  
 Avenue,  
 Bloomington, IL 61701  
 Phone: 1-866-434-3458  
 Fax: 1-866-236-6303

Quote Date : 02/21/2023  
 Quote# : 1131614

Coverage & Premium Quote Summary

Short Term Special Event  
 Single or Multiple Day Event (open-to-the-public or ticketed event)

Commercial General Liability

Selected operation: Festival  
 Coverage effective date(s): 06/03/2023 to 06/03/2023  
 In what state is the person/organization purchasing this coverage located? Illinois  
 Where does the event take place? Illinois  
 Provide attendance information:

Number of consecutive event days (not including set-up or tear-down):	1
Estimated daily attendance of this event:	750
<b>Total event attendance</b>	<b>750</b>

Is the event held at more than one location? No  
 Are overnight accommodations or camping facilities part of the event? No  
 Is there any incidental live musical performances at the event?  
 (Note: concerts and music festivals are not eligible for purchase online) No  
 Alcoholic beverages are: Not available at the event  
 Does the insured event have any concessionaires, exhibitors or vendors? Yes  
 Does the event have any of the following activities? No  
 Rides, mechanical amusement devices, inflatable recreational devices, dunk tanks, bungee operations/equipment, Petting zoos or animals owned, rented or hired by the insured, Fireworks/pyrotechnics  
 Are any of the following operations or services offered? No

Activist Rally/March/Protest; Aircraft Show/Event\*\*; Animal obedience training; Any event held on airport premises\*\*; Any event honoring national and/or local celebrities or professional athletes\*\*; Any event involving in or on water activities\*\*; Any event involving organized athletic events/competitions; Any event involving rap, hip-hop, heavy metal, or electronic music\*\*; Any event lasting more than 10 consecutive days\*\*; Any event providing overnight accommodations; Any event taking place at multiple locations\*\*; Any event taking place outside of the United States; Any event with more than 3,000 in total attendance (# event days x attendance per day)\*\*; Balloon Festival\*\*; Battle re-enactment\*\*; Bonfires; Cannabis related events; Car/Motorcycle/RV/Boat shows\*\*; Christmas Tree Sale/Lot; Circus; Color/Foam Party; Dance Competition\*\*; Events involving any motorized vehicle(s) in, or while in practice for, or while being prepared for, or while qualifying for, or while testing for any racing, demolition, distance, or stunting activity; Film/Photo Shoot; Food eating contest; Fraternity/Sorority event\*\*; Geocaching event; Gun/Knife show; Haunted Attraction/Event; Health Fair/Exposition; Hunting, fishing and hiking events; Maze (corn, hay or fence); Parade (and any event involving a parade)\*\*; Political event\*\*; Pumpkin chuckin event; Rave; Rodeo\*\*; Seance; Shooting events/activities (skeet/trap/clay/guns); Tailgate event; Tractor pull\*\*; Union meeting; Walk/Run Event\*\*

Is the current carrier non-renewing coverage? No

Have any liability claims been paid under this organization's insurance coverage in the last three years? No

Each Occurrence:	\$ 1,000,000
General Aggregate (other than Products-completed Operations):	\$ 5,000,000
Products-completed Operations Aggregate:	\$ 1,000,000
Personal and Advertising Injury:	\$ 1,000,000
Damage to Premises Rented to You:	\$ 1,000,000
Medical Expense :	\$ 5,000

**Total Commercial General Liability Premium:** \$415.00

**Notable Exclusions:**

The following exclusions are contained in the commercial general liability coverage provided by this program. Abuse, molestation, harassment or sexual conduct; Aircraft/hot air balloon; Amusement devices (the ownership, operation, maintenance or use of: any mechanical or non-mechanical ride, slide, or water slide, any inflatable recreational device, any bungee operation or equipment, any vertical device or equipment used for climbing-either permanently affixed or temporarily erected, or dunk tank. Amusement device does not include any video arcade or computer games or structures that are not designed to bounce on, slide on, ride on or tunnel through); Animals (injury or death to any animal, or injury, death or property damage caused by an animal owned, rented or hired by you); Asbestos; Commercial general liability standard exclusions (CG0001 04/13 edition); Communicable Disease; Cyber incident, data compromise and violation of statutes related to personal data; E-commerce Consulting; Employment-related practices; Events held at multiple locations (except for weddings); Events held outside the United States; Events with over 3,000 in total attendance; Fireworks; Fungi or bacteria; Lead; Nuclear energy liability; Operations of concessionaires, exhibitors and/or vendors at your event; Performers; Petting zoos; Room and board liability; Saddle animals; Sexually transmitted diseases; Silica or silica-related dust; Snowmobile; Total pollution with a building heating, cooling and dehumidifying equipment exception and hostile fire exception; Unmanned aircraft; Those operations listed as ineligible: Activist rally/march/protest; Aircraft show/event; Animal obedience training; Any event held on airport premises; Any event honoring national and/or local celebrities or professional athletes; Any event involving in or on water activities; Any event involving organized athletic events/competitions; Any event involving rap, hip-hop, heavy metal, or electronic music; Any event lasting more than 10 consecutive days; Any event providing overnight accommodations; Balloon Festivals; Battle re-enactments; Bonfires; Cannabis related events; Car/Motorcycle/RV/Boat shows; Christmas Tree Sale/Lot; Circuses; Color/foam party; Dance competitions; Events involving any motorized vehicle(s) in, or while in practice for, or while being prepared for, or while qualifying for, or while testing for any racing, speed, demolition, distance, or stunting activity; Film/photo shoots; Food eating contests; Fraternity/sorority events; Geocaching events; Gun/knife shows; Haunted attractions/events; Health fairs/exposition; Mazes (corn, hay or fence); Parade (and any event involving a parade); Political events; Pumpkin chuckin events; Raves; Rodeos; Seances; Tailgating events; Tractor pulls; Union meetings; Walks/running events.

**Terms & Conditions:**

1. Premiums are 100% fully earned when coverage begins and non-refundable.
2. Any exposure changes that deviate from the original enrollment form must be reported in writing.
3. Acceptance of this quote confirms your desire to obtain liability insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. K&K reserves the right to decline any request for coverage.
4. Coverage is contingent upon receipt of premium payment. No coverage will be deemed in effect until premium is received by the company or their representative.
5. Host liquor liability is included but only if the insured is not in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.
6. Commercial General Liability Broadening Endorsement:
  - Expected or intended bodily injury or property damage resulting from the use of reasonable force to protect persons or property.
  - Non-owned Watercraft - extended to 58 feet.
  - Supplementary Payments - \$2,500 bail bonds, \$500 a day loss of earnings.
  - Waiver of Right of Recovery.
  - Bodily Injury definition expanded to include mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.
  - Damage to Premises Rented to You - the term fire is replaced with fire, lightning, explosion, smoke and leaks from sprinklers.
  - Additional Coverage:
    - Emergency Real Estate Consultant Fee - \$25,000
    - Identity Theft Exposure - \$25,000
    - Key Individual Replacement Cost - \$50,000
    - Lease Cancellation Moving Expense - \$2,500
    - Temporary Meeting Space - \$25,000
    - Terrorism Travel Reimbursement - \$25,000
    - Workplace Violence Counseling - \$25,000

Premium Summary

Total Commercial General Liability:	\$ 415.00
Total Premium:	\$ 415.00
RPG Administration Fee	\$15.00
Total Amount Due	\$430.00

**\* Premium subject to change if not completing purchase same day as quoting \***

This summary is not a contract of insurance. You must refer to the actual policy for complete information regarding coverage terms, conditions and exclusions, as they may change from one coverage period to the next. Please remember that you will receive evidence of coverage immediately if purchased online. You may request a copy of the full policy by submitting a written request.

Acceptance of this quote confirms your desire to obtain liability insurance through the Sports, Leisure and Entertainment Risk Purchasing Group (where applicable). An RPG provides group purchasing power for similar risks resulting in potential advantageous coverage terms, competitive rates, risk management bulletins, and rewards for favorable group loss experience. An RPG administration fee may be charged.

**Fair Credit Report Act Notice**

Personal information about you, including information from a credit or other investigative report, may be collected from persons other than you in connection with this application for insurance and subsequent amendments and renewals. Such information as well as other personal and privileged information collected by us or our agents may in certain circumstances be disclosed to third parties without your authorization. Credit scoring information may be used to help determine either your eligibility for insurance or the premium you will be charged. We may use a third party in connection with the development of your score. You have the right to review your personal information in our files and can request correction of any inaccuracies. A more detailed description of your rights and our practices regarding such information is available upon request. Contact your agent or broker for instructions on how to submit a request to us.

**Fraud Warning**

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD only.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME only.

**Applicable in MN:** A person who files a claim with intent to defraud or helps commit a fraud against an

## MEMORANDUM

**TO:** Mayor and City Council Members  
**FROM:** Ashley Metelko, Administrative Assistant  
**MEETING DATE:** March 1, 2023  
**RE:** Economic Development Commission Approvals

---

### **Background:**

On February 24, 2023, the Economic Development Grant Commission met and approved the following applications:

### **STRUCTURAL IMPROVEMENT GRANTS:**

#### **Ty Tucker – 720 Sherman Street**

Removal and install of (2) 12x12 garage doors and (1) 12x10 garage door and an install of (3) non insulated doors with new track and seals.

**Amount approved by Economic Development Commission: \$7,500.00**

#### **Ty Tucker – 1112 Keokuk Street**

Install of 3 bay shop window and (3) steel entry doors. Removal of (8) windows and replacing with block. This includes sawing, tuck pointing and install of new block.

**Amount approved by Economic Development Commission: \$7,500.00**

#### **David White/Advanced Heating & Cooling – 309 S. Sangamon Street**

Removal and replacement of door frame.

**Amount approved by Economic Development Commission: \$1,375.00**



ORDINANCE NO. \_\_\_\_\_

\* \* \* \* \*

AN ORDINANCE authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital-related projects for the City of Lincoln, Logan County, Illinois, and authorizing and providing for the issue of not to exceed \$366,060 General Obligation (Limited Tax) Debt Certificates, Series 2023, of said City evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing security for and means of payment under the Agreement of the Certificates.

\* \* \*

WHEREAS, the City of Lincoln, Logan County, Illinois (the “City”), is a non-home rule municipality and unit of local government of the State of Illinois (the “State”), duly created under the laws of the State and organized and existing under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto (the “Municipal Code”), and having the powers, objects and purposes provided by said Municipal Code; and, the Local Government Debt Reform Act of the State, as amended (the “Debt Reform Act”) and together with the Municipal Code (the “Installment Purchase Provisions”), in each case, as supplemented and amended (collectively, “Applicable Law”), and

WHEREAS, the Mayor and City Council of the City (the “Corporate Authorities”) have determined that it is advisable, necessary and in the best interests of the City to (i) finance various capital-related projects within the City, including but not limited to the purchase of new squad cars for the police department (the “Project”), and (ii) pay the costs of issuance of the Certificates (as such term is hereinafter defined), all for the benefit of the inhabitants of the City; and

WHEREAS, the estimated cost of the Project to be financed by the City, including engineering, legal, financial, bond discount, printing and publication costs, capitalized interest, and other expenses (collectively, the “Project Costs”), will not be less than \$366,060; and

WHEREAS, sufficient funds of the City are not available to pay the costs of the Project, and it will, therefore, be necessary to borrow money in an amount not to exceed \$366,060 for the purpose of paying such costs; and

WHEREAS, pursuant to the Applicable Law, the City has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Corporate Authorities shall determine, if the City will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Corporate Authorities find that it is desirable and in the best interests of the City to avail of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the “Agreement”); name as counter-party to the Agreement the City Treasurer (the “City Treasurer”), as nominee-seller; authorize the Mayor of the City (the “Mayor”) and City Clerk of the City (the “City Clerk”) to execute and attest, respectively, the Agreement on behalf of the City and to file same with said City Clerk in his or her capacity as keeper of the records and files of the City; and issue certificates evidencing the indebtedness incurred under the Agreement in an amount not to exceed \$366,060:

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, AS FOLLOWS:

*Section 1.*     Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true, and correct and do incorporate them into this Ordinance by this reference.

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

*Section 3.*     Agreement is a General Obligation; Annual Appropriation; Contract to Issue Certificates. The City hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the City payable from any funds of the City lawfully available and annually appropriated for such purpose. The City represents and warrants that the total amount due under the Agreement, together with all other indebtedness of the City, is within all statutory and constitutional debt limitations. The City agrees to appropriate funds of the City annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement. The funds from the sale of said Certificates be and they are hereby appropriated and set aside for the purpose hereinbefore set out.

*Section 4.*     Execution and Filing of the Agreement. From and after the effective date of this Ordinance, the Mayor and the City Clerk be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth in Section 5 of this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the City Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the

Agreement shall be filed with the City Clerk and retained in the City records and shall constitute authority for the issuance of the Certificates hereinafter authorized.

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

Installment Purchase Agreement for purchase of real or personal property, or both, in and for the City of Lincoln, Logan County, Illinois.

\*       \*       \*

THIS INSTALLMENT PURCHASE AGREEMENT (this “Agreement”) dated as of March 1, 2023, by and between the City Treasurer (as hereinafter defined), as Nominee-Seller (the “Seller”), and the City of Lincoln, Logan County, Illinois (the “City”), a non-home rule municipality and unit of local government of the State of Illinois (the “State”):

WITNESSETH

A.     The Mayor and City Council of the City (the “Corporate Authorities”) have determined to (i) finance various capital-related projects within the City, including but not limited to the purchase of new squad cars for the police department (the “Project”), and (ii) pay the costs of issuance of the Certificates (as such term is hereinafter defined), all for the benefit of the inhabitants of the City.

B.     Pursuant to the provisions of the Illinois Municipal Code (the “Municipal Code”), the Local Government Debt Reform Act of the State (the “Debt Reform Act”) and together with the Municipal Code (the “Installment Purchase Provisions”), in each case, as supplemented and amended (collectively, “Applicable Law”), the City has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey

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

C. On the 6th day of March, 2023, the Corporate Authorities, pursuant to Applicable Law and the need to provide for the Project, adopted an ordinance (the “Ordinance”) authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Ordinance is

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

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

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

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

1. MAKE AND ACQUIRE PROJECT

The Seller agrees to make, construct, and acquire the Project upon real estate owned or to be owned by or upon which valid easements, if any and if necessary, have been obtained in favor of the City.

## 2. CONVEYANCE

The City conveys to the Seller any portion of the Project heretofore acquired by the City and to be paid from proceeds of the Certificates (as defined in the Ordinance). The Seller agrees to convey each part of the Project to the City and to perform all necessary work and convey all necessary equipment; and the City agrees to purchase the Project from the Seller and pay for the Project the purchase price of not less than \$366,060, plus the amount of investment earnings which are earned on the amount deposited with the City Treasurer from the sale of the Certificates and the total aggregate principal purchase price to be paid pursuant to this Agreement will not be less than \$366,060, plus the amount of investment earnings which are earned on the amount deposited with the City Treasurer from the sale of the Certificates.

## 3. PAYMENTS

The payment of the entire purchase price in an amount not less than \$366,060 shall:

- (a) be payable in installments due on the dates and in the amounts;
  - (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
  - (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms;
- all as provided for payment of the Certificates in the Ordinance.

## 4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law under the Installment Purchase Provisions to the owners of the Certificates. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Ordinance.

## 5. TAX COVENANTS

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

## 6. TITLE

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

(b) Damage, Destruction, and Condemnation. If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the City shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

## 7. LAWFUL CORPORATE OBLIGATION

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

of all payments when due under the terms of this and to apply the proceeds thereof to the payment of principal and interest on the Agreement.

8. GENERAL COVENANT AND RECITAL

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

9. NO SEPARATE TAX

**The Seller and the City recognize that there is no statutory authority for the levy of a separate tax in addition to other taxes of the City or the levy of a special tax unlimited as to rate or amount to pay any of the amounts due hereunder.**

10. DEFAULT

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

IN WITNESS WHEREOF, the Seller has caused this Installment Purchase Agreement to be executed, and his or her signature to be attested by the City Clerk, and the City has caused this Installment Purchase Agreement to be executed by the Mayor, and also attested by the City Clerk and the seal of the City to be hereunto affixed, all as of the day and year first above written.

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

Attest:



By: SPECIMEN \_\_\_\_\_  
Its: City Clerk

CITY OF LINCOLN, LOGAN COUNTY,  
ILLINOIS

By: SPECIMEN \_\_\_\_\_  
Its: Mayor

[SEAL]

Attest:

By: SPECIMEN \_\_\_\_\_  
Its: City Clerk

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF LOGAN        )

CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk (the “City Clerk”) of the City of Lincoln, Logan County, Illinois (the “City”), and as such officer I do hereby certify that on the 6th day of March, 2023, there was filed in my office a properly certified copy of that certain document, executed by the Mayor, attested by me in my capacity as City Clerk, and further executed, as Nominee-Seller, by the City Treasurer, also attested by me, dated as of March 1, 2023, and entitled “Installment Purchase Agreement for purchase of real or personal property, or both, in and for the City of Lincoln, Logan County, Illinois”; and supporting the issuance of certain General Obligation (Limited Tax) Debt Certificates, Series 2023, of the City; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.

In Witness Whereof, I hereunto affix my official signature, this 6th day of March, 2023.

By: \_\_\_\_\_  
Its: City Clerk

*Section 6. Certificate Details.* For the purpose of providing for the Project, there shall be issued and sold certificates of the City (the “Certificates”) in a principal amount not to exceed \$366,060, and that the Certificates shall be issued to said amount and shall be designated as “General Obligation (Limited Tax) Debt Certificates, Series 2023”. The Certificates shall be numbered consecutively from R-1 upwards in order of their issuance and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer, and exchange of the Certificates. Each Certificate shall be dated as of or before the date or dates of the issuance and sale thereof and acceptable to the underwriter. Subject to a Notification of Sale and Certificate Order (the “Certificate Order”), the Certificates are hereby authorized to bear interest at a rate not to exceed 4.950% and mature in the principal amount on June 1 and December 1 of each of the years (subject to optional redemption as hereinafter set forth), not to exceed \$140,000 for any year ending not later than June 1, 2026, as shall be specified in the Certificate Order.

The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on the date set forth in the Certificate Order. Interest on the Certificates shall be payable on each interest payment date to the registered owners of record appearing on the registration books maintained by the financial institution designated in the Certificate Order to act as the Certificate Registrar on behalf of the City for such purpose (including its successors, the “Certificate Registrar”), at the designated corporate trust office of the Certificate Registrar as of the close of business on the 15th day (whether or not a business day) of the calendar month next preceding the applicable interest

payment date. Interest on the Certificates shall be paid by check or draft mailed by the Paying Agent to such registered owners at their addresses appearing on the registration books.

The Certificates shall be signed by the manual or facsimile signatures of the Mayor and City Clerk, and shall be countersigned by the manual or facsimile signature of the City Treasurer, and the seal of the City shall be affixed thereto or printed thereon, and in case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Certificate Registrar as authenticating agent of the City and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Ordinance.

*Section 7. Registration of Certificates; Persons Treated as Owners.* The City shall cause books (the "Certificate Register") for the registration and for the transfer of the Certificates as provided in this Ordinance to be kept at the office maintained for such purposes by the Certificate Registrar, which is hereby constituted and appointed the registrar of the City. The City is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the City for use in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the office maintained for such purposes by the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or

instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the City shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same maturity of other authorized denominations. The execution by the City of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate, provided, however, the principal amount of outstanding Certificates of each maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such maturity less previous retirements.

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

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the City or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates.

*Section 8. Optional Redemption Prior to Maturity.* The Certificates shall be subject to redemption prior to maturity at the option of the City, as a whole or in part, on any date, at a redemption price of par plus accrued interest to the redemption date.

*Section 9. Redemption Procedure.* Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the City by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (a) the redemption date,
- (b) the redemption price,
- (c) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,
- (d) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (e) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Office of the Certificate Registrar, and
- (f) such other information then required by custom, practice or industry standard.

Prior to any redemption date, the City shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditioned upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Certificates will not be redeemed.

Notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest and shall not be deemed outstanding. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered holder a new Certificate or Certificates of the same maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption

date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

*Section 10.* Form of Certificate. The Certificates shall be in substantially the following form:



REGISTERED  
NO. R- \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF LOGAN

CITY OF LINCOLN

GENERAL OBLIGATION (LIMITED TAX)  
DEBT CERTIFICATE, SERIES 2023

Interest Rate  
\_\_\_\_\_%

Maturity Date  
[June 1], 20\_\_

Dated Date  
\_\_\_\_\_, 2023

Registered Owner: Heartland Bank and Trust Company

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the City of Lincoln, Logan County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on each June 1 and December 1 of each year, commencing \_\_\_\_\_, 20\_\_, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the office maintained for such purposes by Heartland Bank and Trust Company, Normal, Illinois, as certificate registrar and

paying agent (the "Certificate Registrar"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Certificate Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

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

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

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

[4] This Certificate is one of a series of certificates issued by the City to finance various capital-related projects within the City, including but not limited to the purchase of new squad cars

for the police department, in full compliance with the provisions of the Illinois Municipal Code and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by the Mayor and City Council of the City by an ordinance duly and properly adopted for that purpose, in all respects as provided by law. The Certificates issued by the City in connection with the Project have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement, dated as of March 1, 2023, entered into by and between the City and the Treasurer thereof, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

[5] [Optional redemption provisions to be inserted here.]

[6] [Reserved.]

[7] This Certificate is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the office maintained for such purposes by the Certificate Registrar in Normal, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing ordinance, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[8] The Certificates are issued in fully registered form. This Certificate may be exchanged at the office maintained for such purposes by the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity, upon the terms set forth in the authorizing ordinance. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next

preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date.

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

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

IN WITNESS WHEREOF the City of Lincoln, Logan County, Illinois, by its City Council, has caused this Certificate to be executed by the manual or duly authorized facsimile signatures of its Mayor and the City Clerk and countersigned by the manual or duly authorized facsimile signature of its City Treasurer and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

CITY OF LINCOLN, LOGAN COUNTY,  
ILLINOIS

[SEAL]

By: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Its: City Clerk

Countersigned:

By: \_\_\_\_\_  
Its: City Treasurer

Date of Authentication: \_\_\_\_\_, 2023

CERTIFICATE  
OF  
AUTHENTICATION

Certificate Registrar and Paying Agent:  
Heartland Bank and Trust Company,  
Normal, Illinois

This Certificate is one of the Certificates described in the within mentioned ordinance and is one of the General Obligation (Limited Tax) Debt Certificates, Series 2023, of the City of Lincoln, Logan County, Illinois

By: \_\_\_\_\_  
Its: Authorized Officer

(ASSIGNMENT)

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

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

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

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

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

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

*Section 11. Sale of Certificates.* The Mayor and the City Clerk of the City (the “Designated Representatives”) are hereby authorized to proceed, without any further authorization or direction from the City Council, to sell and deliver the Certificates upon the terms as prescribed in this Ordinance. The Certificates hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Certificate Order as may be, and thereupon be deposited with the Treasurer and, after authentication thereof by the Certificate Registrar, be by said Treasurer delivered to Heartland Bank and Trust Company, Normal, Illinois, as the purchaser thereof (the “Purchaser”), upon receipt of the purchase price therefor, the same being not less than 100% of the principal amount of the Certificates plus accrued interest to date of delivery.

Upon the sale of the Certificates, the Designated Representatives shall prepare a Certificate Order, which shall include the pertinent details of sale of the Certificates. In the Certificate Order, the Designated Representatives shall find and determine that the Certificates have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Certificates does not exceed the maximum rate otherwise authorized by applicable law. The Certificate Order shall be entered into the records of the City

and made available to the City Council at the next regular meeting thereof; but such action shall be for information purposes only, and the City Council shall have no right or authority at such time to approve or reject such sale as evidenced in the Certificate Order.

Upon the sale of the Certificates, as evidenced by the execution and delivery of the Certificate Order by the Designated Representatives, the Mayor, City Clerk and City Treasurer and any other officers of the City, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Certificates as may be necessary, including, without limitation, the contract for the sale of the Certificates between the City and the Purchaser (the "Purchase Contract"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the City, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The Certificates when fully paid for and delivered to the Purchaser, shall be the binding general obligations of the City. The proper officers of the City are hereby directed to sell the Certificates to the Purchaser and to do whatever acts and things which may be necessary to carry out the provisions of this Ordinance.

*Section 12. Use of Certificate Proceeds.* There is hereby created and established a special fund of the City known as the "Debt Certificate Fund of 2023" (the "Certificate Fund") to be held by the Treasurer, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by this Ordinance. The Certificate Fund shall be the fund for the payment of the principal of and interest on the Certificates at maturity, on interest payment dates, or upon redemption, if applicable. Pledged revenues, if any, shall be

deposited into the Certificate Fund, as received, and shall be used solely and only for the payment of principal and interest on the Certificates when due (including upon any redemption). Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for such purpose. The Certificates are secured by a pledge of all moneys on deposit in the Certificate Fund, and such pledge is irrevocable until the Certificates have been paid in full or until the obligations of the City are discharged under this Ordinance. Accrued interest, if any, received at the time of delivery of the Certificates shall be deposited in the Certificate Fund.

The principal proceeds of the Certificates and any premium received on the delivery of the Certificates are hereby appropriated to pay the costs of issuance of the Certificates and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the “Capital Improvement Account of 2023” (the “Project Fund”), hereby created. It is hereby found and determined and hereby declared and set forth that the Corporate Authorities (i) have not entered into an agreement of any kind with any entity, party or person (including, but not limited to, the Purchaser) to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time, and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time. Proceeds of the Certificates shall be deposited in the Project Fund, and the Project Fund shall be used for the purpose of paying for the costs of the Project and costs of issuance. Interest received from deposits in the Project Fund shall, at the discretion of the City, either be transferred for the payment of the principal of and interest on the Certificates on the interest payment date next after such interest is received or be retained in the Project Fund. In the event that any moneys remain in the Project Fund upon



completion of the Project, the City shall transfer the remaining moneys in the Project Fund to the Certificate Fund and shall cause such moneys to be used to pay the interest on the Certificates on the earliest possible date.

In addition to the funds established hereunder, the Mayor is authorized and directed to establish, and the City Treasurer is further authorized to hold, any and all funds and/or accounts they deem necessary or convenient to the accomplishment of the purposes set forth in this Ordinance.

Moneys in the Project Fund shall be used to pay costs of the Project in accordance with the following procedures:

1. Contracts (“Work Contracts”) have been or shall be awarded, from time to time, by the Corporate Authorities for the work on the Project; and the Corporate Authorities represent and covenant that each Work Contract has been or will be let in strict accordance with the applicable laws of the State, and the rules and procedures of the City for same.

2. Pursuant to this Ordinance or any subsequent ordinance or ordinances to be duly adopted, the Corporate Authorities shall identify all or a designated portion of each Work Contract to the Agreement. This Ordinance, any such further ordinance and said Work Contracts shall be filed of record with the City Clerk and the City Treasurer. The adoption and filing of any such ordinance or ordinances and the Work Contracts with such officers shall constitute authority for the City Treasurer to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further ordinances, resolutions, orders, vouchers, warrants, or other proceedings as are required under the applicable laws of the State, and the rules and procedures of the City for same. No action need be taken by or with respect to the contractors

under the Work Contracts as, pursuant to the Installment Purchase Provisions, the City Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificates to one or more related funds of the City already in existence and in accordance with good accounting practice; provided, however, that this shall not relieve such officers of the duty to account and invest such funds and the proceeds of the Certificates, as herein provided, as if the funds described above had in fact been created.

*Section 13. Tax and Arbitrage Representations of the City; Bank Qualification.* The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting or omitting to take such action would cause any of the Certificates to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as in effect on the date of issuance of the Certificates (the “Code”), or would otherwise cause the interest on the Certificates to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Certificates, under present rules, the City is treated as the “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

The City hereby designates each of the Certificates as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such

designation, the City hereby certifies that (i) none of the Certificates will be at any time a “private activity bond” (as defined in Section 141 of the Code) other than a “qualified 501(c)(3) bond” (as defined in Section 145 of the Code), (ii) as of the date hereof in calendar year 2023, the City has not issued any tax-exempt obligations of any kind other than the Certificates nor have any tax-exempt obligations of any kind been issued on behalf of the City and (iii) not more than \$10,000,000 of obligations of any kind (including the Certificates) issued by or on behalf of the City during calendar year 2023 will be designated for purposes of Section 265(b)(3) of the Code.

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

The City covenants to take such actions and make, or cause to be made, all calculations, transfers and payments that may be necessary to comply with the rebate requirements contained in Section 148(f) of the Code and in the United States Treasury Regulations applicable to the Certificates. The City will make, or cause to be made, rebate payments with respect to the Certificates in accordance with law.

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

The Corporate Authorities hereby authorize the officials of the City responsible for issuing the Certificates, the same being the Mayor, City Clerk, and the City Treasurer, to make such further

covenants and certifications as may be necessary to assure that the use thereof will not cause the Certificates to be arbitrage bonds and to assure that the interest on the Certificates will be exempt from federal income taxation. In connection therewith, the City and the Corporate Authorities further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificates; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

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

*Section 15.*     Duties of Certificate Registrar. If requested by the Certificate Registrar, the Mayor and City Clerk are authorized to execute the Certificate Registrar’s standard form of agreement between the City and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

- (a)     to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b)     to maintain a list of Certificateholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (c)     to give notice of redemption of Certificates as provided herein;

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

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

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

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

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

ADOPTED THIS 6TH DAY OF MARCH, 2023, pursuant to roll call vote as follows:

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

\_\_\_\_\_

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

\_\_\_\_\_

ABSENT: \_\_\_\_\_

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

APPROVED THIS 6TH DAY OF MARCH, 2023.

By: \_\_\_\_\_  
Its: Mayor

Attest:

By: \_\_\_\_\_  
Its: City Clerk

Member \_\_\_\_\_ moved and Member \_\_\_\_\_ seconded the motion that said ordinance as presented be adopted.

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

Upon the roll being called, the following Members voted AYE: \_\_\_\_\_,  
\_\_\_\_\_

and the following Members voted NAY: \_\_\_\_\_  
\_\_\_\_\_

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved, and signed the same in open meeting and directed the City Clerk to record the same in full in the records of the City Council of the City of Lincoln, Logan County, Illinois, which was done.

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

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

By: \_\_\_\_\_  
Its: City Clerk

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF LOGAN            )

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Lincoln, Logan County, Illinois (the "City Clerk"), and as such official I am the keeper of the records and files of the Corporate Authorities.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Corporate Authorities held on the 6th day of March, 2023, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital-related projects for the City of Lincoln, Logan County, Illinois, and authorizing and providing for the issue of not to exceed \$366,060 General Obligation (Limited Tax) Debt Certificates, Series 2023, of said City evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing security for and means of payment under the Agreement of the Certificates.

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

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting, a true, correct and complete copy of said agenda as so posted is attached hereto as Exhibit A, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said City, this 6th day of March, 2023.

By: \_\_\_\_\_  
Its: City Clerk

[SEAL]



STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF LOGAN            )

**FILING CERTIFICATE**

We, the undersigned, do hereby certify that we are, respectively, the duly qualified and acting City Clerk and City Treasurer of the City of Lincoln, Logan County, Illinois (the “City”), and as such officers we do hereby certify that on the 6th day of March, 2023, there was filed with each of us, respectively, and placed on deposit in our respective records, a properly certified copy of an ordinance adopted by the Corporate Authorities on the 6th day of March, 2023, and entitled:

AN ORDINANCE authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital-related projects for the City of Lincoln, Logan County, Illinois, and authorizing and providing for the issue of not to exceed \$366,060 General Obligation (Limited Tax) Debt Certificates, Series 2023, of said City evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing security for and means of payment under the Agreement of the Certificates.

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

IN WITNESS WHEREOF, we hereunto affix our official signatures and the seal of the City, this 6th day of March, 2023.

[SEAL]

By: \_\_\_\_\_  
Its: City Clerk

By: \_\_\_\_\_  
Its: City Treasurer

## MEMORANDUM

**TO:** Mayor and Aldermen of the City of Lincoln

**FROM:** Walt Landers, Street Superintendent

**MEETING**

**DATE:** March 1, 2023

**RE:** City Engineer – Request for Proposals Review

---

**Background**

At the direction of the City Council request for proposals regarding professional engineering services were advertised. A committee was formed that consisted of Mayor Welch, Alderman Sam Downs, and Rob Jones. Other members were Wes Woodhall, Andrew Bowns, and myself. Four proposals were received and out of those four only 3 were considered. Those firms were CM&T, Farnsworth Group and Fehr Graham.

**Analysis/Discussion**

To be completely fair to all firms a grading matrix was created. The first section was based off cost of services, response time, resources, qualifications, capabilities and understanding of requested services. The second section was based on the answers given to a list of interview questions put together by the committee. Each member of the committee scored the answers independently during the interview. The scores from both sections were then calculated to come up with the total score for each firm, those scores were as follows.

Farnsworth Group - 225

Fehr Gram – 221.2

CM&T – 217.4

Based off the results of our review of these proposals the committee's recommendation to the council is to award the contract engineering position to Farnsworth Group.

**Fiscal Impact**

**COW Recommendation**

**Council Recommendation:**