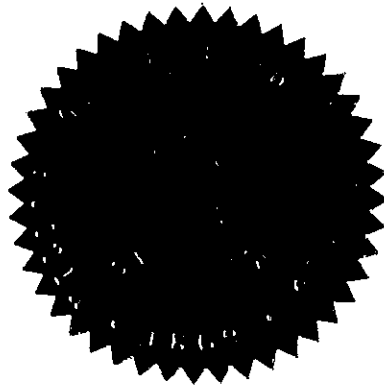


ORDINANCE 4847

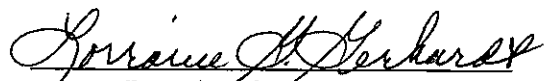
PAMPHLET

FRONT OF PAMPHLET

AUTHORIZING AND PROVIDING FOR AN INSTALLMENT
CONTRACT, THE ISSUANCE OF AN AGGREGATE \$6,100,000
IN INSTALLMENT CONTRACT CERTIFICATES SERIES 2000
FOR THE VILLAGE OF LOMBARD
(SA 213, LOMBARD HILLS EAST PHASE I
AND 22ND STREET PROJECTS)



PUBLISHED IN PAMPHLET FORM THIS 26TH DAY OF JULY, 2000.
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.


Lorraine G. Gerhardt
Village Clerk

ORDINANCE NUMBER NO. 4847

AN ORDINANCE authorizing and providing for an installment contract, the issuance of an aggregate \$6,100,000 Installment Contract Certificates (Limited Tax), Series 2000, by and for the Village of Lombard, DuPage County, Illinois.

WHEREAS, it is deemed advisable and necessary for the best interests of the residents of the Village of Lombard, DuPage County, Illinois (the "Village"), to construct the Village's capital projects all in accordance with the plans and specifications therefor, prepared for the President and Board of Trustees of the Village (the "Board"), approved by the Board and on file with the Clerk of the Village (such improvements to be referred to as the "Improvement"); and

WHEREAS, pursuant to the provisions of Section 11-61-3 of the Illinois Municipal Code (the "Code"), the Village has the power and authority to purchase any real and personal property for public purposes pursuant to contracts which provide for the consideration for such purchase to be paid in installments during a period not exceeding twenty (20) years; and

WHEREAS, there are insufficient funds on hand to pay for the Improvement, and it is deemed advisable, necessary and in the best interests of the Village and the residents thereof that portions of the Improvement be purchased by installment contract entered into pursuant to said Section 11-61-3 of the Code; and

WHEREAS, Trine Construction Corp., J. Lombardi Concrete Construction Co., Inc./Orange Crush LLC Joint Venture and Swallow Construction (collectively, the "Contractors") have offered to enter into contracts with the Village to acquire and construct the Improvement, all as more fully identified in the Schedule of Contracts attached to the hereinafter defined Contract as Schedule I and incorporated by this reference as an installment contract substantially in the form of Exhibit A hereto (such installment contract being referred to herein as the "Contract") which Contract, including costs,

is for the aggregate sum of SIX MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$6,100,000), to acquire and construct the Improvement and to complete and transfer said Improvement to the Village; and

WHEREAS, the Village will issue the aggregate \$6,100,000 Installment Contract Certificates (Limited Tax), Series 2000 of the Village evidencing the indebtedness incurred pursuant to the Contract (the "Certificates") and will deposit the principal proceeds of sale of the Certificates relating to the construction into a certain construction fund held by the Village, whereby the Contractors will receive payment for the Improvement as it is acquired and completed and the principal proceeds of sale of the Certificates relating to the costs of issuance will be deposited with the Village to pay for costs; and

WHEREAS, it is necessary for the Board to approve the form of Contract, including the form, terms and provisions of the Certificates, and authorize and direct the execution thereof:

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

Section 1. Incorporation of Preambles. The preambles to this ordinance are hereby incorporated into this text as if set out herein in full.

Section 2. Contract a General Obligation, Pledge of Funds to Pay Amounts Due under the Contract. The Village hereby represents, warrants and agrees that the obligation to make the payments due under the Contract shall be a direct general obligation of the Village payable from the corporate funds of the Village and such other sources of payment as are herein pledged or otherwise lawfully available. For the purpose of providing the funds necessary to pay the installments of interest and principal due under the Contract, the Village irrevocably agrees to appropriate funds of

the Village annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Contract.

Section 3. Issuance of Certificates. It is hereby found and determined that the Village has been authorized by law to issue, and that it is necessary and in the best interests of the Village to authorize the issuance of, the Certificates upon the terms and subject to the conditions set forth in the form of Contract hereinafter set forth.

Section 4. Further Acts. From and after the effective date of this ordinance, the President and Clerk of the Village be and they are hereby authorized and directed to execute the Contract and the Certificates herein provided for and to do all things necessary and essential, including the execution of any documents and certificates necessary to carry out the provisions thereof.

Section 5. Forms Approved. The Contract and the Certificates shall be in substantially the following forms; provided, however, the President and Clerk of the Village are hereby authorized to agree to such additions, modifications, amendments or clarifications as may be appropriate prior to execution of such documents, their execution to constitute their approval of any such additions, modifications, amendments or clarifications and further to constitute conclusive and binding approval hereunder:

I N S T A L L M E N T C O N T R A C T F O R

FOR THE VILLAGE OF LOMBARD, DUPAGE COUNTY,
ILLINOIS.

THIS CONTRACT, made as of this 16th day of August, 2000, by and between Trine Construction, Inc., J. Lombardi Concrete Construction Co., Inc./Orange Crush LLC and Swallow Construction (hereinafter called the "Contractors"), and the Village of Lombard, DuPage County, Illinois, a municipal corporation of the State of Illinois (hereinafter called the "Village");

W I T N E S S E T H:

WHEREAS, the Village has determined to construct the Village's _____, all in accordance with the plans and specifications therefor, prepared for the Board, approved by the President and Board of Trustees of the Village and on file with the Clerk of the Village (such improvements to be collectively referred to as the "Improvement"); and

WHEREAS, pursuant to Section 11-61-3 of the Illinois Municipal Code (the "Code"), the Village has the power and authority to purchase any real and personal property for public purposes pursuant to a contract which provides for the consideration for such purchase to be paid in installments during a period not exceeding twenty (20) years; and

WHEREAS, there are insufficient funds on hand to pay for the Improvement and it is deemed advisable, necessary and in the best interests of the Village and the residents thereof that portions of the Improvement be purchased by installment contract entered into pursuant to said Section 11-61-3; and

WHEREAS, the Contractors have offered to perform its contract obligations which will result in the acquisition, construction and installation of the Improvement on the terms as hereinafter provided and to convey said portions of the Improvement to the Village; and

WHEREAS, the Village will issue the aggregate \$6,100,000 Installment Contract Certificates (Limited Tax), Series 2000 of the Village evidencing the indebtedness incurred pursuant to this Contract (the "Certificates") and will deposit the principal proceeds of sale of the Certificates relating to the construction into a certain construction fund established by the Village, whereby the Contractors will receive payment for the Improvement as it is acquired and completed and the principal proceeds of sale of Certificates relating to the costs of issuance will be deposited with the Village to pay for costs:

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

1. Contractors agrees to acquire and construct the Improvement all in accordance with the contract document enumerated in the agreement between the Village and the Contractors, and attached hereto as Exhibit A (the "Contract Documents"), all of which Contract Documents are made a part hereof by reference, the same as if set out in full herein. The Contract Documents constitute a contract with the Contractors in which the Contractors are responsible for the acquisition, construction and installation of the Improvement.

2. Contractors agree to complete and transfer the Improvement to the Village and to perform all work under the Contract Documents, and Village agrees to purchase the Improvement from Contractors and to pay for costs directly and to pay therefor the principal sum of SIX

MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$6,100,000) (the "Deferred Payment Amount"), to be paid in semi-annual installments on January 1 and on July 1 of each of the years, and in the aggregate amounts and bearing interest on the unpaid balance from the date of this Contract as set forth above at the rates per annum as follows:

<u>Year</u> <u>January 1</u>	<u>Amount</u>	<u>Rate of</u> <u>Interest</u>	<u>Year</u> <u>July 1</u>	<u>Amount</u>	<u>Rate of</u> <u>Interest</u>
2002	\$ 410,000	5.250%	2001	\$400,000	5.250%
2003	435,000	4.550	2002	425,000	5.250
2004	455,000	4.600	2003	445,000	4.550
2005	480,000	4.650	2004	465,000	4.600
2006	505,000	4.700	2005	490,000	4.650
2007	530,000	4.750	2006	515,000	4.700
			2007	545,000	4.750

The Deferred Payment Amount unpaid and outstanding from time to time shall bear interest from the date of this Contract. Interest calculated as provided herein from the date of this Contract is the maximum amount which may become due under this Contract.

3. Ownership in and to the Improvement, whether or not completed, during all stages of acquisition, construction and installation, shall and does vest immediately in the Village, and, in the event of a default hereunder by Village, Contractors shall not remove or take any action to remove any part or all of the materials theretofore delivered or erected in connection with the Improvement. Contractors shall deliver to the Village all necessary Contractors' and subcontractors' affidavits and all necessary waivers and releases from all persons who have performed work and labor on or in connection with, furnished services in connection with, or supplied equipment, materials or supplies to or in connection with the acquisition, construction and installation of the Improvement.

Contractors shall not be restricted from filing claims against the funds held by the Village pursuant to the provisions of applicable state law.

4. A coordinator appointed by the Village, shall act as consulting engineer (the "Consulting Engineer") for the acquisition, construction and installation of the Improvement for and on behalf of the parties. The Consulting Engineer shall generally oversee the acquisition, construction and installation of the Improvement and shall perform the duties and execute the certificates and other papers provided to be performed or executed by the Consulting Engineer as in this Contract provided.

5. Contractors hereby assign and transfers to the holders of the Certificates all of their respective rights, title and interest in and to this Contract, including the right to payment of the Deferred Payment Amount and the interest payable thereon. The Village hereby consents to and approves the assignment of Contractors' rights hereunder and agrees to issue the Certificates to evidence the indebtedness incurred and the amounts payable by the Village hereunder in an amount equal to the Deferred Payment Amount. The Certificates shall contain all the terms of the Contract, whether specifically stated in the Certificates or not, and the Contractors and the Village shall make the Contract reasonably available to any holder of a Certificate. Upon the issuance of the Certificates, the Village shall make the payments required under this Contract to pay the principal of and interest on the Certificates directly to Bank One Trust Company, NA, Milwaukee, Wisconsin, as certificate registrar and paying agent (the "Certificate Registrar"). The Certificates shall be dated August 1, 2000 shall each be designated "Installment Contract Certificate (Limited Tax), Series 2000" and each of the Certificates shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each and integral multiples thereof (but no

single Certificate shall represent installments of principal maturing on more than one date) and shall be numbered 1 and upward.

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 the first day of January and July of each year, commencing on January 1, 2001. Interest on each Certificate shall be paid by check or draft of the Certificate Registrar, payable in lawful money of the United States of America, to the person in whose name any such Certificate is registered at the close of business on the 15th day of the month next preceding the interest payment date or at such other address furnished in writing by such person to the Certificate Registrar. The principal of the Certificates shall be payable in lawful money of the United States of America at the principal corporate trust office of the Certificate Registrar. Notwithstanding the foregoing, if payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Certificate Registrar shall be instructed to wire transfer payments so such payments are received at the depository by 2:30 p.m. (New York City time).

The Certificates are not subject to redemption prior to maturity.

The Certificates shall be signed by the manual or facsimile signatures of the President and Clerk of the Village, and the seal of the Village 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 Village 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 Contract 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 Contract. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

The Village shall cause books (the "Certificate Register") for the registration and for the transfer of the Certificates as provided in this Contract to be kept at the principal corporate trust office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the Village for the Certificates. The Village is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the Village for use in the transfer and exchange of Certificates.

The Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities of the Certificates determined as described in Section 2 hereof. Upon initial issuance, the ownership of each such Certificates shall be registered in the Certificate Register in the name of Cede & Co., or any successor thereto ("Cede"), as nominee of The

Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). All of the outstanding Certificates shall be registered in the Certificate Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The President of the Village is authorized to execute and deliver, on behalf of the Village, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "Representation Letter"), which Representation Letter may provide for the payment of principal of or interest on the Certificates by wire transfer.

With respect to Certificates registered in the Certificate Register in the name of Cede, as nominee of DTC, the Village and the Certificate Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Certificates from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Village and the Certificate Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any amount with respect to the principal of or interest on the Certificates. The Village and the Certificate Registrar may treat and consider the person in whose name each Certificate is registered in the Certificate Register as the holder and absolute owner of such

Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Certificate Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective registered owners of the Certificates, as shown in the Certificate Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of the principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner of a Certificate as shown in the Certificate Register, shall receive a Certificate evidencing the obligation of the Village to make payments of principal and interest with respect to any Certificate. Upon delivery by DTC to the Certificate Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in this Section 5 with respect to the payment of interest to the registered owners of Certificates at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement between the Village and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Village shall notify DTC and DTC Participants of the availability through DTC of Certificate certificates and the Certificates shall no longer be

restricted to being registered in the Certificate Register in the name of Cede, as nominee of DTC. At that time, the Village may determine that the Certificates shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate universal book-entry system, then the Certificates may be registered in whatever name or names registered owners of Certificates transferring or exchanging Certificates shall designate, in accordance with the hereinafter stated provisions of this Section 5.

Notwithstanding any other provision of this Contract to the contrary, so long as any Certificate is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Representation Letter.

The Certificate Registrar shall not be required to transfer or exchange any certificate during the period commencing at the close of business on the 15th day of the month next preceding any interest payment date on any such Certificate and in any event 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 days next preceding mailing of a notice of redemption of any Certificate.

Upon surrender for transfer of any Certificate at the principal corporate trust office of 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 such owner's attorney duly authorized in writing, the Village 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 and interest rate 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 and interest rate and in authorized denominations. The execution by the Village 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 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 Village 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.

6. The Certificates shall be prepared in compliance with the National Standard Specifications for Fully Registered Municipal Securities prepared by the American National Standards Institute and shall be in substantially the following forms; provided, however, that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then paragraph

(2) and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs (6) through (10) shall be inserted immediately after paragraph (1):

(Form of Certificate - Front Side)

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF DUPAGE

VILLAGE OF LOMBARD

INSTALLMENT CONTRACT CERTIFICATE
(LIMITED TAX), SERIES 2000

:See Reverse Side :
:for Additional :
:Provisions _____ :

CUSIP _____

Interest
Rate: _____ %

Maturity
Date: _____ 1, _____

Dated
August 1, 2000

Registered Owner: CEDE & CO.

Principal Amount:

(1) KNOW ALL MEN BY THESE PRESENTS, that the Village of Lombard, DuPage County, Illinois (the "Village"), 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 January 1 and July 1 of each year, commencing January 1, 2001, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America at the principal corporate trust office of Bank One Trust Company, NA, Milwaukee, Wisconsin, 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 Village 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 in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books in the Certificate Registrar.

Notwithstanding the foregoing, if payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Certificate Registrar shall be instructed to wire transfer payments so such payments are received at the depository by 2:30 p.m. (New York City time).

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

(3) It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness

of the Village, including the issue of Certificates of which this is one, does not exceed any limitation imposed by law; and that the Village shall annually take all necessary action to appropriate such funds as are necessary to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity. Such principal and interest are payable from any funds of the Village legally available and annually appropriated for such purpose. THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER VILLAGE TAXES OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY SUCH PRINCIPAL AND INTEREST.

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

(5) IN WITNESS WHEREOF, said Village of Lombard, DuPage County, Illinois, by its President and Board of Trustees, has caused this Certificate to be signed by the manual or facsimile signatures of the President and Clerk of said Village, and the seal of the Village to be affixed hereto or printed hereon, all as of the Dated Date identified above.

[SEAL]



President



Village Clerk

Date of Authentication: _____, _____

CERTIFICATE
OF
AUTHENTICATION

Certificate Registrar and
Paying Agent:
Bank One Trust Company, NA

This Certificate is one of the Certificates described in the within mentioned Installment Contract and is one of the Installment Contract Certificates (Limited Tax), Series 2000, of the Village of Lombard, DuPage County, Illinois.

Bank One Trust Company, NA,
as Certificate Registrar

By (Manual Signature) _____
Authorized Officer

(Form of Series 2000 Certificate - Reverse Side)

Village of Lombard

DuPage County, Illinois

Installment Contract Certificate
(Limited Tax), Series 2000

(6) This Certificate is one of a series of Certificates issued by the Village in connection with the construction of certain of the Village's capital projects constructed in accordance with the plans and specifications therefor prepared for the President and Board of Trustees of the Village (the "Board") approved by the Board and on file with the Clerk of the Village and has been issued in evidence of the indebtedness incurred pursuant to a certain Installment Contract, dated as of the 16th day of August, 2000, entered into by and between the Village and the Contractors named therein (the "Contract"), to which reference is hereby expressly made for further definitions and terms and to all

the provisions of which the holder by the acceptance of this Certificate assents. This Certificate is issued by the Village in full compliance with the provisions of Section 11-61-3 of the Illinois Municipal Code as in effect on the date of delivery of the Certificates, and is authorized by said President and Board of Trustees, in all respects as provided by law.

(7) This Certificate is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Certificate Registrar in Milwaukee, Wisconsin, but only in the manner, subject to the limitations and upon payment of the charges provided in the Contract, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations of the same maturity and interest rate and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

(8) The Certificates are not subject to redemption prior to maturity.

(9) The Certificates are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Certificate may be exchanged at the principal corporate trust office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity and interest rate and in authorized denominations, upon the terms set forth in the Contract.

(10) The Village and the Certificate Registrar may deem and treat the registered holder 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 Village nor the Certificate Registrar shall be affected by any notice to the contrary.

(11) The Certificates shall be initially issued in a Book Entry System (as defined in the Contract). The provisions of this Certificate and of the Contract are subject in all respects to the provisions of the Letter of Representations between the Village and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.

(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 said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

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

7. The Certificates hereby authorized shall be executed as in this Contract provided, and thereupon be deposited with the Village Treasurer who receives the taxes of the Village, and be by said Treasurer delivered to the purchaser of the Certificates, namely, Banc One Capital Markets, Inc. (the "Purchaser") upon receipt of the purchase price of \$6,070,00, the same being the par value of the Certificates minus a discount of \$30,000, plus accrued interest to the date of delivery, the agreement for the sale of the Certificates heretofore entered into is in all respects ratified, approved and confirmed, it being hereby found and determined that the execution and delivery of this Contract and the Certificates is in the best interests of the Village and that no person holding any office of the Village either by election or appointment, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in this Contract or in the agreement for the purchase of the Certificates contained herein.

8. The proceeds derived from the sale of the Certificates shall be used as follows:

(a) Accrued interest received by the Village upon the sale of the Certificates shall be deposited in a separate and special fund which is irrevocably pledged to and shall be used only for the purpose of paying the first interest coming due on the Certificates.

(b) Proceeds relating to the construction shall be set aside in a separate fund hereby created and designated as the Construction Fund (the "Construction Fund"), which the Village shall maintain as a separate and segregated account. Money in such fund shall be withdrawn from time to time as needed for the payment of the costs of the Improvement and said money shall be disbursed by the Village from time to time as authorized by the Village. Funds on deposit in the Construction Fund may be invested by the Village Treasurer. All investment earnings in the Construction Fund shall be credited to the Construction Fund.

(c) Proceeds relating to the costs of issuance shall be deposited with the Village to pay for the costs.

9. By acceptance of the Certificates, the Certificate holders shall have no obligation or liability under this Contract, nor shall any Certificate holder be obligated to perform any of the Contractors' or Village's obligations or duties hereunder, or make any payment hereunder, or make any inquiry as to the sufficiency of any payment made to the Contractors or present or file any claim or take any other action to enforce performance under this Contract or collect or enforce payment due hereunder or under the Certificates, except as provided in the Certificates.

10. The Village hereby represents, warrants and agrees that the obligation to make the payments due under the Contract is absolute, unconditional and uncancellable and shall be a direct general obligation of the Village payable from (a) the corporate funds of the Village, and (b) such other sources of payment as are herein pledged or otherwise lawfully available. The Village represents and warrants that (i) the total principal amounts due the Contractors, together with all other general obligations of Village, are within all statutory and constitutional debt limitations; (ii) this Contract and the Certificates are the legal, valid and binding obligations of the Village, enforceable in accordance with the terms hereof and thereof and that the execution and delivery of this Contract and the Certificates have been duly authorized by all necessary action of the President and Board of Trustees of the Village (the "Board"); and (iii) it will not take any action so as to adversely affect the tax-exempt status of the interest on the Certificates.

The Village agrees that it will irrevocably appropriate funds of the Village annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Contract. Such funds shall be deposited into the Certificate Fund (the "Certificate Fund") which is

hereby created. The proceeds of the Certificate Fund shall be used solely and only for paying the Certificates. Interest received from deposits in the Certificate Fund shall be retained in the Certificate Fund for the payment of the Certificates on the interest payment date next after such interest is received.

11. The Village covenants that the principal proceeds from the sale of the Certificates shall be devoted to and used with due diligence for the completion of the Improvement. The Village further represents and certifies as follows:

(a) That the Village has incurred substantial binding obligations with respect to the Improvement, said binding obligations comprising contracts for the construction and installation of the Improvement in the amount of not less than \$100,000, said amount being not less than 5% of that portion of the cost of the Improvement to be financed with the proceeds of the Certificates;

(b) That the Village expects that all of the money derived from the sale of the Certificates and deposited in the Construction Fund, and all of the investment earnings on said money, will be expended on or before August 16, 2003, for the purpose of paying the cost of the Improvement, said date being within three (3) years following the date of issue of the Certificates;

(c) That the foregoing is based upon consultation with the Consulting Engineer;

(d) That work on the Improvement is expected to proceed with due diligence to completion;

(e) That the Improvement has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the last maturity of the Certificates;

(f) That all of the proceeds of sale of and investment earnings on the Certificates are needed for the purpose for which the Certificates are issued, including expenses incidental to such purpose and to the issuance of the Certificates;

(g) That the proceeds of sale of the Certificates will be applied to the costs of the Improvement;

(h) That the Village has not accumulated and does not expect to accumulate amounts of money in a fund to pay or to be held as security for the payment of principal and interest on the Certificates, other than in the Certificate Fund, and (i) amounts deposited in

the Certificate Fund are expected to be spent within thirteen (13) months from the date of deposit thereof into the Certificate Fund; (ii) interest earned by the Certificate Fund is to be spent within twelve (12) months from date of receipt; and (iii) the Certificate Fund will be depleted at least once a year to an amount not greater than 1/12 of the then current annual debt service on the Certificates;

(i) That the Village is a governmental unit with general taxing powers;

(j) That none of the Certificates is a "private activity bond" (as defined in Section 141(A) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"));

(k) That all of the net proceeds of the Certificates are to be used for local governmental activities of the Village; and

(l) That to the best of the knowledge and belief of the Village, there are no facts, estimates or circumstances that would materially change the conclusions and representations set out in this Section and the expectations set out in this Section are reasonable.

The Village also certifies and further covenants with the purchasers and holders of the Certificates from time to time outstanding, that so long as any of the Certificates remain outstanding, moneys on deposit in any fund or account in connection with the Certificates, whether or not such moneys were derived from the proceeds of the sale of the Certificates or from any other sources, will not be used in a manner which will cause the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code and any lawful regulations promulgated thereunder, as the same presently exist. It shall not be an event of default under this Contract if the interest on any Certificate is not excludable from gross income for federal tax purposes or otherwise pursuant to any provisions of the Internal Revenue Code which is not currently in effect and in existence on the date of issuance of the Certificates. The Village reserves the right, however, to make any investment of such moneys permitted by Illinois law if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by a final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation

or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Certificates subject to federal income taxation.

12. The Village agrees to comply with all provisions of the Internal Revenue Code, which if not complied with by the Village, would cause the interest on the Certificates not to be tax exempt in the hands of a holder who is a natural person. The Village further agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates and to comply with such advice as may be given; (c) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (d) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

13. For purposes of Section 265(b)(3) of the Internal Revenue Code, the Village hereby designates each of the Certificates as a "qualified tax-exempt obligation" as provided therein.

14. The Village further certifies and represents as follows:

(a) That none of the proceeds of the Certificates will be used, directly or indirectly, or will be used to replace funds which were used, in any business carried on by any person other than a state or local governmental unit;

(b) That the payment of the principal of, or the interest on, the Certificates will not be directly or indirectly (A) secured by any interest in (i) property used or to be used for a private business use by any person other than a state or local governmental unit or (ii) payments in respect of such property, or (B) derived from payments (whether or not to the Village), in respect of property, or borrowed money, used or to be used for a private business use by any person other than a state or local governmental unit;

(c) That none of the proceeds of the Certificates will be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit; and

(d) That no user of the Improvement will use the same on any basis other than the same basis as the general public; and that no person other than a state or local governmental unit will be a user of the Improvement as a result of (i) ownership, or (ii) actual or beneficial use pursuant to a lease or a management or incentive payment contract, or (iii) any other arrangement.

15. Contractors and Village further agree to the terms in the contracts attached hereto as Appendix A and incorporated herein by this reference, except as limited or modified by the terms hereof. In event of conflict between such contract and this Contract, this Contract shall be deemed to control.

16. Village agrees to supply the Purchaser, at no expense to the Purchaser, the opinion of Ice Miller Donadio & Ryan, Chicago, Illinois, that, assuming compliance with certain covenants, interest paid pursuant to the Contract is, under federal statutes, decisions, regulations and rulings, existing on the date of issuance, excludable from gross income for purposes of federal income taxation under Section 103 of the Internal Revenue Code.

In addition, Village agrees to supply, at no expense to the Purchaser, the opinion of Counsel to the Village in such form as required by Ice Miller Donadio & Ryan to enable said firm to render its opinion, as aforesaid.

17. Village recognizes that Section 149(a) of the Internal Revenue 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 Village agrees that it will not take any action to permit the Certificates to be issued in, or converted into, bearer or coupon form.

18. The Certificate Registrar shall, at the direction of the Village, maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new Certificate holder and eliminate the name and address of the transferor Certificate

holder. In addition, the Certificate Registrar shall perform such duties as are agreed to between the Certificate Registrar and the Village pursuant to a separate agreement or agreements.

19. All notices and demands required hereunder shall be in writing and shall be deemed to have been given or made when delivered personally or when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to Contractor, at

Trine Construction Corp.
1 S 420 Shaffner Road
Wheaton, IL 60187
Attention: President

J. Lombardi Concrete Construction Co., Inc/Orange
Crush LLC Joint Venture
2212 Division Street
Melrose Park, IL 60160
Attention: President

Swallow Construction
4250 Lacey Road
Downers Grove, IL 60515
Attention: President

If to Village, at

Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148
Attention: Village Manager

with a copy to:

Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148
Attention: Finance Director

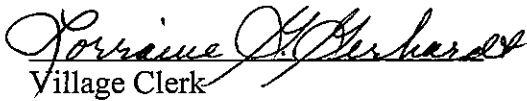
IN WITNESS WHEREOF, Contractors have caused this Contract to be executed by its duly authorized officers, and its corporate seal to be hereunto affixed and the Village, by its Board of Trustees, has caused this Contract to be executed by the President of said Village and attested by the Clerk of said Village, and the seal of the Village to be hereunto affixed, all as of the day and year first above written.

VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS

(SEAL)

By 
President

Attest:


Village Clerk

TRINE CONSTRUCTION CORP.
Wheaton, Illinois

By _____
Its _____

J. LOMBARDI CONCRETE
CONSTRUCTION CO., INC./ORANGE
CRUSH LLC JOINT VENTURE
Melrose Park, Illinois

By _____
Its _____

SWALLOW CONSTRUCTION
Downers Grove, Illinois

By _____
Its _____

Section 6. Duties of Certificate Registrar. If requested by the Certificate Registrar, the President and Clerk of the Village are authorized to execute the Certificate Registrar's standard form of agreement between the Village 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 and transfer agent as provided herein;
- (b) to maintain a list of Certificate holders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
- (c) to cancel and/or destroy Certificates which have been redeemed or paid at maturity or submitted for exchange or transfer;
- (d) to furnish the Village at least annually a certificate with respect to Certificates cancelled and/or destroyed; and
- (e) to furnish the Village at least annually an audit confirmation of Certificates paid or redeemed, Certificates outstanding and payments made with respect to interest on the Certificates.

Section 7. Repealer and Effective Date. All ordinances, resolutions, orders 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.

First reading waived by action of the Board of Trustees this 20th day of July, 2000.


Passed on second reading this 20th day of July, 2000.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 20th day of July, 2000.


William J. Mueller
Village President

ATTEST:


Lorraine G. Gerhardt
Village Clerk

Trustee Borgatell moved and Trustee Kufrin seconded the motion that said ordinance as presented and read by the Village Clerk be adopted.

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

Upon the roll being called the following Trustees voted AYE: _____


Trustees Borgatell, Tross, Schaffer, Sebby and Kufrin

_____ and the following
Trustees voted NAY: None

Whereupon the President declared the motion carried and the ordinance adopted and henceforth did approve and sign the same in open meeting and did direct the Village Clerk to record the same in full in the records of this meeting of the President and Board of Trustees of the Village of Lombard, Illinois, DuPage County, Illinois.

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

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


Clerk, Village of Lombard,
DuPage County, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the Village of Lombard, Illinois, DuPage County, Illinois (the "Village"), and as such official I am the keeper of the records and files of the Village and the President and Board of Trustees of said Village (the "Board").


I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 20th day of July, 2000, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE authorizing and providing for an installment contract, the issuance of an aggregate \$6,100,000 Installment Contract Certificates (Limited Tax), Series 2000, by and for the Village of Lombard, Illinois, DuPage County, Illinois.

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

I do further certify that the deliberations of the Board on the adoption of said ordinance where 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 news media requesting such notice, 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, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board in the passage of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 20th day of July, 2000.


Village Clerk

(SEAL)

ORDINANCE _____

PAMPHLET

BACK OF PAMPHLET

**PUBLISHED IN PAMPHLET FORM THIS BY ORDER OF THE CORPORATE
AUTHORITIES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS.**