

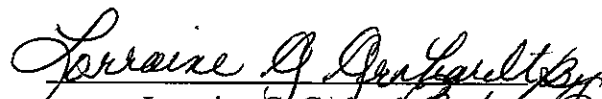
ORDINANCE 4447 _____

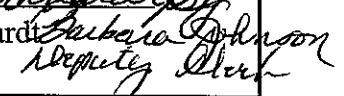
PAMPHLET

FRONT OF PAMPHLET

AUTHORIZING AND PROVIDING FOR AN INSTALLMENT CONTRACT,
THE ISSUANCE OF AGGREGATE \$2,250,000 INSTALLMENT
CONTRACT CERTIFICATE SERIES 1998
(OLDE TOWNE PROJECT PHASE III)

PUBLISHED IN PAMPHLET FORM THIS 17th DAY OF June, 1998.
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.


Lorraine G. Gerhardt
Village Clerk


Barbara Johnson
Deputy Clerk

MINUTES of a regular public meeting of the Board of Trustees of the Village of Lombard, DuPage County, Illinois, held at the Board Room, 255 East Wilson Avenue, Lombard, Illinois, in the Village Hall at 7:30 o'clock P.M., on the 16th day of April, 1998.

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The President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called the following Trustees answered present:
Trustees Borgatell, Tross, Schaffer, Jaugilas, Kufrin and Gatz

The following Trustees were absent:

None

After a discussion of the necessity of acquiring and constructing road improvements by installment purchase thereof, Trustee David M. Schaffer presented and the Village Clerk read in full an ordinance set out hereinbelow as follows:

ORDINANCE NUMBER 4447

AN ORDINANCE authorizing and providing for an installment contract, the issuance of an aggregate \$2,250,000 Installment Contract Certificates (Limited Tax), Series 1998, 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 public benefit share of the paving and improvement of portions of Grove Street, Park Avenue, Orchard Terrace, Lincoln Avenue and Windsor Avenue and to construct paving and improvements of various streets under Phase III of the multi-year Olde Town Project, 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 ten (10) 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, Szabo Contracting Incorporated (the "Contractor") has offered to enter into a contract with the Village to sell and construct the Improvement, all as more fully identified in the agreement between the Village and the Contractor attached to the hereinafter defined Contract as

Exhibit A, and incorporated by this reference as an installment contract substantially in the form in Section 5 of this ordinance (such installment contract being referred to herein as the "Contract") which Contract, including costs, is for the sum of TWO MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$2,250,000), to sell and construct the Improvement and to complete and transfer said Improvement to the Village; and

WHEREAS, the Village will issue the aggregate \$2,250,000 Installment Contract Certificates (Limited Tax), Series 1998 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 Contractor 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. 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:

INSTALLMENT CONTRACT FOR THE ACQUISITION AND
CONSTRUCTION OF VARIOUS ROADWAY IMPROVEMENTS
FOR THE VILLAGE OF LOMBARD, DUPAGE COUNTY,
ILLINOIS.

THIS CONTRACT, made as of this 1st day of May, 1998 (the "Contract"), by and between Szabo Contracting Incorporated (hereinafter called the "Contractor"), and the Village of Lombard, DuPage County, Illinois, a municipal corporation of the State of Illinois (hereinafter called the "Village");

WITNESSETH:

WHEREAS, the Village has determined to construct the Village's public benefit share of the paving and improvement of portions of Grove Street, Park Avenue, Orchard Terrace, Lincoln Avenue and Windsor Avenue and to construct paving and improvements of various streets under Phase III of the multi-year Olde Town Project, all in accordance with the plans and specifications therefor, prepared for the Board of Trustees, 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 ten (10) 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 Contractor has 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 \$2,250,000 Installment Contract Certificates (Limited Tax), Series 1998 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 Contractor 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 Contractor and the Village as follows:

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

2. Contractor agrees to complete and transfer the Improvement to the Village and to perform all work under the Contract Document, and Village agrees to purchase said portions of the Improvement from Contractor and to pay for costs directly and to pay therefor the principal sum of TWO MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$2,250,000) (the "Deferred Payment Amount"), to be paid in semi-annual installments on May 1 and on November 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>May 1</u> | <u>Amount</u> | <u>Rate of</u> <u>Interest</u> | <u>Year</u> <u>November 1</u> | <u>Amount</u> | <u>Rate of</u> <u>Interest</u> |
|-----------------------------|---------------|-----------------------------------|----------------------------------|---------------|-----------------------------------|
| 1999 | \$180,000 | 3.95% | 1998 | \$170,000 | 3.90% |
| 2000 | 185,000 | 4.00% | 1999 | 180,000 | 4.00% |
| 2001 | 195,000 | 4.05% | 2000 | 190,000 | 4.00% |
| 2002 | 205,000 | 4.15% | 2001 | 195,000 | 4.10% |
| 2003 | 210,000 | 4.20% | 2002 | 210,000 | 4.15% |
| 2004 | 80,000 | 4.35% | 2003 | 80,000 | 4.30% |
| 2005 | 85,000 | 4.40% | 2004 | 85,000 | 4.40% |

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, Contractor 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. Contractor 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. Contractor 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. Contractor hereby assigns and transfers to the holders of the Certificates all of its right, 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 Contractor's 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 Contractor 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 the Paying Agent (as such term is hereinafter defined). The Certificates shall be dated May 1, 1998, shall each be designated "Installment Contract Certificate (Limited Tax), Series 1998" 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.

Interest on the Certificates shall be payable from the interest payment date to which interest has been paid next preceding the authentication date of the Certificates unless the Certificates are authenticated after the fifteenth day of the month next preceding an interest payment date and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless the Certificates are authenticated on or before October 15, 1998, in which case they shall bear interest from the original date until the principal shall be fully paid. Such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on the first day of May and November of each year, commencing on November 1, 1998. Bank One Trust Company, Milwaukee, Wisconsin (the "Certificate Registrar" or "Paying Agent") is hereby appointed to serve as Certificate Registrar and Paying Agent. Interest on each Certificate shall be paid by check or draft of the Paying Agent, 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 Paying Agent. 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 Paying Agent.

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 Village shall make all payments of principal and interest

on the Contract to the Paying Agent so that they are received at the Paying Agent by 1:00 p.m. (New York City time) and the Paying Agent shall be instructed to wire transfer such payments so that they 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 Village has determined that it may be beneficial to the Village to have the Certificates held by a central depository system pursuant to an agreement between the Village and The Depository Trust Company, New York, New York ("Depository Trust Company" or "DTC") and have transfers of the Certificates effected by book-entry on the books of the central depository system ("Book Entry System"). The Certificates may be initially issued in the form of a separate single authenticated fully registered Certificate for the aggregate principal amount of each separate maturity of the Certificates. In such case, upon initial issuance, the ownership of such Certificates shall be registered in the register kept by the Certificate Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the Certificates registered in the register kept by the Certificate Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the Village and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any

beneficial owner ("Beneficial Owner")) of the Certificates with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any certificateholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Certificates including any notice of redemption, or (iii) the payment to any certificateholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Certificates except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Certificate evidencing an obligation of the Village to make payments of the principal of and premium, if any, and interest on the Certificates pursuant to this Contract. The Village, the Certificate Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute certificateholder of each of the Certificates for the purpose of (i) payment of the principal of and premium, if any, and interest on such Certificates; (ii) giving notices of redemption and other notices permitted to be given to certificateholders with respect to such Certificates; (iii) registering transfers with respect to such Certificates; (iv) obtaining any consent or other action required or permitted to be taken of or by certificateholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Certificates only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the Village's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the Village of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this Contract shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Certificate is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Certificates and all notices with respect to such Certificates shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the Village to the Depository Trust Company.

Upon receipt by the Village of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Certificates shall no longer be restricted to being registered in the register of the Village kept by the Certificate Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the certificateholders transferring or exchanging the Certificates shall designate, in accordance with the provisions of this Contract.

If the Village determines that it is in the best interest of the certificateholders that they be able to obtain certificates for the fully registered Certificates, the Village may notify the Depository Trust Company and the Certificate Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Certificates. In such event, the Certificate Registrar shall prepare, authenticate, transfer and exchange certificates for the Certificates as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the Village and the Certificate Registrar to do so, the Certificate Registrar and the Village will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Certificates of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Certificates.

If the Certificates shall no longer be restricted to being registered in the name of the Depository Trust Company, the Certificate Registrar shall cause said Certificates to be printed in blank in such number as the Certificate Registrar shall determine to be necessary or customary; provided, however, that the Certificate Registrar shall not be required to have such Certificates printed until it shall have received from the Village indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to certificateholders by the Village or the Certificate Registrar with respect to any consent or other action to be taken by certificateholders, the Village or the Certificate Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as said Certificates are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the Village and the Certificate Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Certificates or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Certificates and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Certificate Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the certificateholders for purposes of this resolution and the Village and the Certificate Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the certificateholders. Along with any such certificate or representation, the Certificate Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Certificate Registrar a list of all Beneficial Owners of the Certificates, together with the dollar amount of each Beneficial Owner's interest in the Certificates and the current addresses of such Beneficial Owners.

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 the Book-Entry System.

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 in substantially the following form; provided, however, that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then paragraph (2) and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs (6) through (12) 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 1998

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

| <u>Interest Rate</u> | <u>Maturity Date</u> | <u>Original Date</u> | <u>Authentication Date</u> | <u>CUSIP</u> |
|----------------------|----------------------|----------------------|----------------------------|--------------|
| | | May 1, 1998 | May __, 1998 | |

REGISTERED OWNER:

PRINCIPAL SUM:

(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 hereby 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 set forth above, the Principal Sum set forth above and to pay interest hereon (computed on the basis of a 360 day year of twelve 30-day months) at the Interest Rate per annum stated above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the fifteenth day of the month next preceding an interest payment date and on or before such interest payment date in which case it shall bear interest from such interest payment date or unless this bond is authenticated on or before October 15, 1998, in which case it shall bear interest from the Original Date, until the principal is paid, which interest is payable semiannually

on May 1 and November 1 in each year, beginning on November 1, 1998, until said Principal Sum 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, Milwaukee, Wisconsin, as certificate registrar and paying agent (the "Certificate Registrar" or "Paying Agent"). 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 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

CERTIFICATE OF AUTHENTICATION

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 1998, of the Village of Lombard, DuPage County, Illinois.

Bank One Trust Company,
as Certificate Registrar

By _____
Authorized Officer

(Form of certificate - Reverse Side)

Village of Lombard

DuPage County, Illinois

Installment Contract Certificate
(Limited Tax), Series 1998

(6) This certificate is one of a series of certificates issued by the Village in connection with the construction of the Village's public benefit share of the pavement and improvement of Grove Street, Park Avenue, Orchard Terrace, Lincoln Avenue and Windsor Avenue and the

construction of pavement and improvements of various streets under Phase III of the multi-year Olde Town Project and has been issued in evidence of the indebtedness incurred pursuant to a certain Installment Contract, dated as of the 1st day of May, 1998 (the "Contract"), entered into by and among the Village and Szabo Contracting Incorporated (the "Contractor"), 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 Blanket Issuer Letter of Representations between the Village and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.

(12) The Village has designated the bonds as qualified tax-exempt obligations to qualify the bonds for the \$10,000,000 exception from the provisions of Section 265(b) of the Internal Revenue Code of 1986 relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ this bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond in the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

NOTICE: The signature to this assignment correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

7. The Certificates hereby authorized shall be executed as in this Contract provided, and thereupon be deposited with the Treasurer who receives the taxes of the Village, and be by said Treasurer delivered to the purchaser of the Certificates, namely, Cole Taylor Bank, Wheeling, Illinois (the "Purchaser") upon receipt of the purchase price thereof, the same being the par value of the Certificates 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. Furthermore, the Village is authorized to take all actions necessary to provide insurance of the Certificates by Financial Security Assurance, Inc.

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 Series 1998 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 Contractor's 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 Contractor 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 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 Contractor, 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 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. In order to preserve the exclusion of interest on the Certificates from gross income for federal tax purposes under Section 103 of the Internal Revenue Code of 1986 as existing on the date of issuance of the Certificates (the "Code") and as an inducement to purchasers of the Certificates, the Village represents, covenants and agrees that:

(a) The Improvements will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity, other than the Village or another state or local governmental unit, will use more than 10% of the proceeds of the Certificates or property financed by the Certificate proceeds other than as a member of the general public. No person or entity other than the Village or another state

or local governmental unit will own property financed by Certificate proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as a take-or-pay or output contract or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from the use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Certificates. If the Village enters into a management contract for the Improvements, the terms of the contract will comply with IRS Revenue Procedure 97-13, as it may be amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Certificates.

(b) No more than 10% of the payment of the principal of or interest on the Certificates will be (under the terms of the Certificates, this ordinance or any underlying arrangement), directly or indirectly, (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) derived from payments (whether or not to the Village) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than 5% of the Certificate proceeds will be loaned to any entity or person other than a state or local governmental unit. No more than 5% of the Certificate proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Certificate proceeds.

(d) The Village reasonably expects, as of the date hereof, that the Certificates will not meet either the private business use test described in paragraph (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the Certificates.

(e) No more than 5% of the proceeds of the Certificates will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) Neither the Village nor the Board will take any action or fail to take any action with respect to the Certificates that would result in the loss of the exclusion from gross income for federal tax purposes on the Certificates pursuant to Section 103 of the Code, nor will the Village or the Board act in any other manner which would adversely affect such exclusion.

(g) It shall not be an event of default under this ordinance if the interest on any Certificate is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Certificates.

(h) These covenants are based solely on current law in effect and in existence on the date of delivery of such Certificates.

(i) The Village represents that:

- (i) The Certificates are not private activity bond as defined in Section 141 of the Code;
- (ii) The Village hereby designates the Certificates as qualified tax-exempt obligations for purposes of Section 265(b) of the Code;
- (iii) The reasonably anticipated amount of qualified tax-exempt obligations (including qualified 501(c)(3) obligations and tax-exempt leases, but excluding other private activity bonds) which will be issued by the Village and all entities subordinate to the Village during 1998 does not exceed \$10,000,000; and
- (iv) The Village has not designated and will not designate more than \$10,000,000 of qualified tax-exempt obligations during 1998.

Therefore, the Certificates qualify for the exception in the Code from the disallowance of 100% of the deduction by financial institutions of interest expense allocable to newly acquired tax-exempt obligations.

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

14. 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.

15. 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.

16. 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.

17. 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

Szabo Contracting Incorporated
777 South Rohlwing Road
Addison, Illinois 60101
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, Contractor has caused this Contract to be executed by its duly authorized officers 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 
Its President

Attest:

By 
Its Village Clerk

SZABO CONTRACTING INCORPORATED
Addison, Illinois

By _____
Its _____

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER ST98-11

This agreement is made this 19th day of March, 1998, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and Szabo Contracting Inc. hereinafter referred to as the "CONTRACTOR" and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the CONTRACTOR agrees to perform the services and the VILLAGE agrees to pay for the following services as set forth in the contract documents:

Olde Towne - Phase III

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Contract Document Number ST98-11 for Olde Towne - Phase III, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bid on Contract Document Number ST98-11 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The CONTRACTOR'S Bid Proposal Dated: February 23, 1998
 - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
2. The VILLAGE agrees to pay, and the CONTRACTOR agrees to accept as full payment such sums as delineated in accordance with the General Provisions.
3. The CONTRACTOR shall commence work under this Contract upon written Notice to Proceed from the VILLAGE and shall complete work on this project by October 30, 1998. Time is of the essence of this Contract and CONTRACTOR agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.

- 4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the VILLAGE demands that the CONTRACTOR furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the VILLAGE nor shall any retained percentage become due until releases and waivers of lien have been supplied as the VILLAGE designates.
- 5. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the CONTRACTOR have hereunto set their hands this ____ day of _____ 1998.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign.

SZARO CONTRACTING, INC.

Print Company Name

Individual or Partnership _____ Corporation X

Accepted this 6th day of APRIL, 1998.

By Frank Szaro

PRESIDENT

Position/Title

By _____

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 19th day of March, 1998.

William J. Mueller
William J. Mueller, Village President

Attest:

Lorraine G. Gerhardt
Lorraine G. Gerhardt, Village Clerk
Carrie Johnson Deputy Clerk

VILLAGE OF LOMBARD

#AON-000067-00-PP

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, That we Szabo Contracting, Inc., a company organized under the laws of the State of IL and licensed to do business in the State of Illinois as Principal and The Mountbatten Surety Company, Inc., a corporation organized and existing under the laws of the State of PA, with authority to do business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of Two Million Two Hundred Seven Thousand Six Hundred Eleven Dollars (\$2,207,611.43) ^{43/100} lawful money of the United States, well and truly to be paid unto said VILLAGE for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said VILLAGE, dated March 19, 1998, for the construction of the work designated:

Olde Towne - Phase III

in Lombard, Illinois which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, and has further agreed to guaranty and maintain said work for a one (1) year period following final payment to such Principal, and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation from whom any such labor, materials, apparatus, fixtures or machinery was so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then upon the final payment by the VILLAGE to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

APPROVED this 19th day of
March, 1998.

VILLAGE OF LOMBARD

BY: [Signature]
Village President

ATTEST:

[Signature]
Village Clerk [Signature]
Deputy Clerk

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
2nd day of April, 1998.

PRINCIPAL:

Szabo Contracting, Inc.

BY: [Signature]

ATTEST:

[Signature]

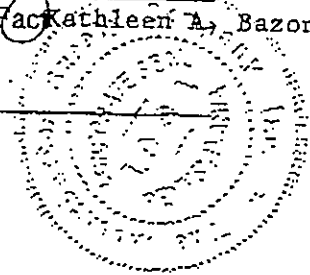
SURETY: The Mountbatten Surety Company,
Inc.

BY: _____
(Title)

BY: [Signature]
Attorney in Fact Kathleen A. Bazon

BY: _____

(SEAL)





THE MOUNTBATTEN SURETY COMPANY, INC. Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That The Mountbatten Surety Company, Inc., a corporation of the Commonwealth of Pennsylvania, has made, constituted and appointed, and by these presents does make, constitute and appoint **Kathleen A. Bazon, Valerie Burrell, William F. Cahill, Nicole Galifher, Linda Iser, Molly Moran and/or Mardellya M. Troyer all of Naperville, Illinois**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

NOT TO EXCEED FIVE MILLION DOLLARS _____ (\$ 5,000,000.00)

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on August 28, 1992 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine."

The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, The Mountbatten Surety Company, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 10th day of March, 1996.

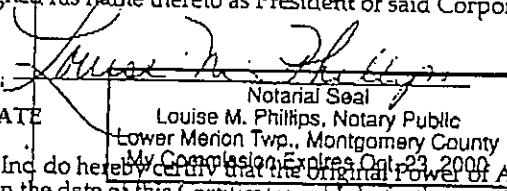


Attest: *Gary L. Bragg*
Commonwealth of Pennsylvania
County of Montgomery

THE MOUNTBATTEN SURETY COMPANY, INC.
By: *Kenneth L. Brier*
Kenneth L. Brier, President

On this 10th day of March, 1996, before me personally appeared Kenneth L. Brier, President of The Mountbatten Surety Company, Inc. with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is President of The Mountbatten Surety Company, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as President of said Corporation by like authority.

(Seal)



Notary Public

CERTIFICATE

I, the undersigned Secretary of The Mountbatten Surety Company, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certification and that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of The Mountbatten Surety Company, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of The Mountbatten Surety Company, Inc.:

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents this 2nd day of April, 1998.

This power of attorney is only valid with Code # 36-2714362 and the original, red stamp affixed hereto.

(Seal)

Gary L. Bragg
Gary L. Bragg, Secretary

(Stamp)

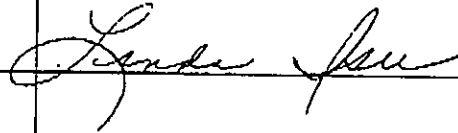


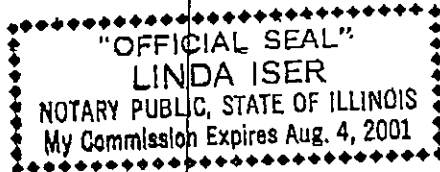
NOTARIAL ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF COOK

On this 2nd of April, 1998, before me, a Notary Public of the State and County aforesaid, residing therein, duly commissioned and sworn, personally came Kathleen A. Bazon, to me known, who being by me duly sworn according to law, did depose and say that she resides in Illinois: that she is an Attorney-in-Fact of The Mountbatten Surety Company, Inc. the corporation described in and which executed the foregoing instrument: that she knows the seal of said corporation: that it was so affixed by order of The Board of Directors of said corporation and that she signed this name thereto by like order: that she executed and delivered such instrument on behalf of said corporation as its voluntary act and deed for the uses and purposes therein mentioned.

My Commission Expires:





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. Official Statement. Distribution of an Official Statement and the Final Official Statement prepared by Speer Financial, Inc., as Financial Advisor, on behalf of the District, is hereby approved and the President and the Secretary are authorized and directed to execute the Official Statement and Final Official Statement on behalf of the District in a form consistent with this ordinance. The President and the Secretary are hereby authorized to designate the Final Official Statement as "final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

Section 8. Continuing Disclosure. The Continuing Disclosure Undertaking (the "Undertaking") in substantially the form which has been presented to and is hereby approved by the Board, and the President and the Village Clerk are hereby authorized and directed to complete, execute and attest the same on behalf of the District. Notwithstanding any other provisions of this

ordinance, failure of the District to comply with the Undertaking shall not be considered an event of default under the Bonds or this ordinance.

Section 9. Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 10. Headings. The headings or titles of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this ordinance.

Section 11. 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.

Passed on first reading this ____ day of _____, 1998.

First reading waived by action of the Board of Trustees this 16th day of April, 1998.

Passed on second reading this 16th day of April, 1998.

AYES: Trustees Borgatell, Tross, Schaffer, Jaugilas, Kufrin and Gatz

NAYS: None

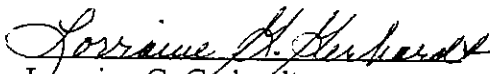
ABSENT: None

APPROVED by me this 16th day of April, 1998.



William J. Mueller
Village President

ATTEST:



Lorraine G. Gerhardt
Village Clerk

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