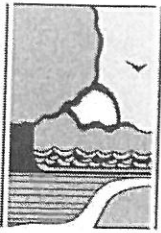


Section 7



ACTION ITEMS



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
<http://dnr.state.il.us>

Pat Quinn, Governor
Marc Miller, Director

October 27, 2014

Mr. Dean Bissias
Executive Director
Park District of La Grange
536 East Avenue
La Grange, Illinois 60525

Re: Project PARC 14-064
Park District of La Grange
New Construction Fitness Center
Grant Award: \$987,147.00

Dean

Dear Director Bissias:

Congratulations on being selected by the Department for grant funding assistance under the State's FY' 14 Park and Recreational Facility Construction Grant Program (PARC) grant program. Your project has been assigned the above referenced project number and approved for the dollar amount indicated. All future correspondence and submittals concerning the project should be directed to me as your IDNR grant administrator and include the specified project number referenced above.

Enclosed you will find the Project Agreement which outlines approved grant funding, project components and program compliance responsibilities. **As you are aware, the District has agreed to a reduced grant amount and has chosen to move forward with the original project scope.** If your agency agrees with the terms of the Agreement, the document must be signed by an authorized official from your agency and returned to this office no later than December 1, 2014. Once the Agreement has been signed a copy will be returned for your file. Additionally, the required Grant Award Fee is also due. Using the enclosed form, you must calculate the fee and include payment with the signed Project Agreement when it is returned.

PLEASE NOTE: Unless otherwise approved by DNR, the local agency shall retain the services of a registered professional engineer to make necessary field surveys, prepare detailed plans and specifications, and contract agreements; furnish necessary field supervision of the project construction; and provide other services that may be necessary for the proper design and construction of the approved project. These professional services shall be obtained pursuant to the Local Government Professional Services Selection Act (50 ILCS 510/1 et seq.). Prior to project agreement execution by IDNR, your agency must submit the name and credentials of the engineer/engineering firm associated with the project to my attention.

Along with the project agreements, a development schedule that includes an estimated date for the reimbursement request is required. An example format is attached.

Mr. Bissias
Page two
October 27, 2014

Also enclosed is a copy of the PARC Implementation and Billing Requirements packet. **Please read this packet carefully.** Responsibility for proper project execution in accordance with PARC program instructions rests solely with the local project sponsor. Particular attention should be given to requirements for status reports, competitive bidding, project permits/sign-offs and project accessibility. Failure to comply with terms of the PARC program as outlined in this packet or in the Project Agreement can jeopardize approved grant funding. DNR oversight of project implementation is limited to a request basis only. **Please contact me at 217/785-3884 or susan.eubanks@illinois.gov if you have any questions.** Note that a final on-site inspection of the project may be conducted by DNR staff upon completion to verify project acceptance for eligible grant reimbursement.

Once again, congratulations on being approved for PARC funding assistance. I look forward to working with you in the successful completion of this worthwhile project.

Sincerely,



Susan Eubanks
Division of Grant Administration

Enclosures: Implementation and Billing Requirements Guide
Project Agreement
"Points To Remember"
CERP Form (if applicable)
Development Schedule (example)
Grant Award Fee Form

“Points to Remember”

Before returning the Project Agreement, there are three (3) pages that must be signed and/or completed. The Agreement must be signed by an authorized signatory :

- (1) Page three (3) of the Development Project Agreement, all five lines under “Project Sponsor” and “Certification” at the bottom of the page.
- (2) The “Taxpayer Identification Number” page must be filled out with your agency’s name, FEIN, legal status and signature.
- (3) Page three (3) of the “Standard Certifications” document. Your agency is the Vendor. Also, you **must** check one of the boxes on the page.

As part of a grant funds monitoring requirement, when returning the fully signed Project Agreement please provide a Gantt chart, or project schedule, and your estimated project completion date with the month and year you will be submitting your request for reimbursement. The Project Agreement will **not** be executed by DNR without this projected date.

The Grant Award Fee Form must be completed and returned with the signed Project Agreement and Grant Award Fee. Grant agreements returned without the required Grant Award Fee will not be accepted by IDNR.

Unless otherwise approved by DNR, the local agency shall retain the services of a registered professional engineer to make necessary field surveys, prepare detailed plans and specifications, and contract agreements; furnish necessary field supervision of the project construction; and provide other services that may be necessary for the proper design and construction of the approved project. These professional services shall be obtained pursuant to the Local Government Professional Services Selection Act (50 ILCS 510/1 et seq.). NOTE: Prior to project agreement execution by IDNR, your agency must submit the name and credentials of the engineer/engineering firm associated with the project to the assigned Grant Administrator.

If this packet does not contain a copy of DNR’s Comprehensive Environmental Review Process (CERP) sign-off, do **NOT** begin construction of your project. Contact your assigned grant administrator regarding the status of your sign-off.

All project components **MUST** comply with ADA accessibility standards.

As a reminder, no other state or federal grant funds can be use to match PARC grant funds.

A “Development Project Status Report” must be submitted every quarter. The dates are: January 1, April 1, July 1, and October 1 until the project’s final billing is submitted. The report may be mailed, faxed or emailed to DNR. (This report is found on the last page of the “Implementation and Billing Requirements” packet. Prior to initially completing the report, additional copies of the report should be made.)

STATE OF ILLINOIS
Department of Natural Resources

PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM

DEVELOPMENT PROJECT AGREEMENT

Project Sponsor: PARK DISTRICT OF LA GRANGE **Project Number:** PARC 14-064
Address: 536 EAST AVENUE **FEIN Number:** 36-6005953
LA GRANGE, ILLINOIS 60525

Project Title: NEW CONSTRUCTION FITNESS CENTER

Project Period: **Start Date:** October 18, 2014 **Expiration Date:** June 30, 2017

Project Scope (Description of Project/Costs):

The development will include project items listed on the attached PARC-4/Development Data form, or as revised and approved by IDNR.

Development shall be in accordance with the approved project application on file with the Illinois Department of Natural Resources (IDNR) and preliminary development plans and construction cost estimates attached hereto.

PROJECT COSTS (Estimated)

Development Costs	\$	<u>1,537,735.00</u>
CPA Report Costs	\$	<u>1,500.00</u>
A/E Costs	\$	<u>276,182.00</u>
Arch. Survey	\$	<u> </u>
TOTAL COSTS	\$	<u>1,815,417.00</u>
% Fund Assistance		<u>Up to 75 %</u>

FUND ASSISTANCE AMOUNT \$ **987,147.00**

The following documents are hereby incorporated by reference, and made a part of this Agreement:

1. General Provisions
2. Project Application
3. Project Maps
4. Certifications
5. Implementation and Billing Requirements
6. PARC Program Guidelines and Application Forms

PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM

GRANT AGREEMENT

This grant agreement ("Agreement"), by and between the Illinois Department of Natural Resources ("IDNR") and Park District of La Grange ("Grantee"), under the authority of the Illinois Civil Administrative Code (20 ILCS 805/805-70), is executed pursuant to the terms and conditions set forth herein. In consideration of the mutual covenants herein, the parties agree as follows:

I. Purpose of Agreement

- a. The purpose of this Agreement is to set forth the terms and conditions, in consideration for and by which IDNR promises to pay to the Grantee the fund assistance amount specified on the first page of this agreement.
- b. In order to induce IDNR to pay the aforesaid funds, the Grantee promises to complete the project as described in this Agreement, to operate and maintain the project site in accordance with the terms of this Agreement, and to pay any and all costs associated with the project in excess of the specified State obligation for grant funding assistance.
- c. This Agreement shall further the objective of the Park and Recreational Facility Construction Grant Program ("PARC"), which is to provide grant assistance to projects that will reflect the useful life of existing facilities and improvements, address public health and safety needs, correct accessibility deficiencies, and reflect outdoor recreation needs and priorities identified through the Department's Statewide Comprehensive Outdoor Recreation Plan (SCORP) Program. 30 ILCS §764/10-20.

II. Term and Termination

- a. This grant Agreement is effective on the date that the last signature is affixed hereto and extends until the date specified on the first page of this agreement. Work on the project within the scope of the Grantee's Application may commence after the Award Date, and before this Agreement is fully executed, only with the express written permission of IDNR.
- b. The Grantee shall use its best efforts and due diligence to complete the project within the Agreement term. No extensions to the termination date will be issued without written approval from IDNR, consistent with 30 ILCS §764/10-35.
- c. Termination for Cause: IDNR may terminate this Agreement, in whole or part, immediately upon written notice to the Grantee if the State determines that the actions or inactions of Grantee, its agents, employees or subcontractors have caused or reasonably could cause jeopardy to health, safety or property; if the Grantee has notified the state that it is unable or unwilling to perform the contract; or if the Grantee owes money or is in pending litigation with the State of Illinois during the term of this agreement. For termination due to any of the causes contained in this section, the State retains its right to seek any available legal or equitable remedies and damages.
- d. Termination for Convenience: IDNR, prior to project commencement, has the right to rescind this Agreement upon thirty (30) days written notification to the other party. This Agreement is furthermore contingent upon and subject to the availability of funds. IDNR, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60(b)). A project shall be deemed to be commenced when the Grantee makes any expenditure or incurs any obligation, exclusive of architectural and engineering fees, with respect to the project (17 Ill. Adm. Code 3070.70).
- e. Termination for Breach: IDNR may terminate this agreement if grant funds are not used exclusively in accordance with the provisions contained in this agreement; or if Grantee fails without legal excuse to comply with any of the terms of this Agreement. The parties agree that in the event of a breach of this Agreement by the Grantee and notification from IDNR, the Grantee shall have thirty (30) days to cure or correct the breach. If the breach is not cured or corrected, IDNR shall thereafter have full right and authority to take such action as it deems necessary to enforce the provisions of this Agreement, to prevent the continued breach or violation thereof by the Grantee, and to seek any other remedy that may be available by law.

f. In the event of termination by IDNR in accordance with subsections (c), (d) and (e) this section, IDNR shall pay to the Grantee the reasonable value of services performed under this Agreement prior to the date of termination, provided the Grantee submits bills and proof of claims for supplies and services provided in compliance with this Agreement, cancels as many outstanding obligations as possible, and does not incur any new obligations after the effective date of termination. If IDNR terminates this Agreement, any payments made to the Grantee or recovered by IDNR shall be in accordance with the legal rights and liabilities of the parties.

g. In the event any court finds that Grantee's activities are a breach or violation of this Agreement, the Grantee will reimburse IDNR for all costs, including reasonable attorney's fees, incurred by IDNR in the pursuit of its rights under this Agreement. For purposes of this paragraph, "costs" shall be deemed to be all expenses, including but not limited to court costs and the value of IDNR staff time, reasonably incurred by IDNR.

III. Project Implementation

a. Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder, and may result in debarment for two grant cycles. 30 ILCS §705/6.

b. The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of IDNR under this Agreement.

c. Environmental and Cultural Resource Compliance: Approved grant project construction shall not commence and no payment shall be made under this grant until the Grantee, as set forth under IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with IDNR as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 *et seq.*; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.

d. The sponsoring agency must permanently post a PARC grant acknowledgment sign at the project site entrance. The acknowledgement shall incorporate the following language:

"PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM"
ILLINOIS DEPARTMENT OF NATURAL RESOURCES

e. Any property acquired or developed through assistance from the Illinois PARC grant program must be open to the public for indoor/outdoor recreation use without regard to race or color, creed, national origin, sex or disability. 17 Ill. Adm. Code 3070.70.

f. All development projects receiving grant assistance shall be bound by the terms of this program for a period of 20 years. All properties acquired with PARC assistance are required to have a covenant placed on the deed at the time of recording that stipulates the property must be used, in perpetuity, solely for indoor/outdoor recreation purposes and cannot be sold or exchanged, in whole or part, to another party without approval from the Department. 17 Ill. Adm. Code 3070.70

g. No significant deviations from the approved Agreement (development plan) or control of property interests in the project site shall be made without prior written approval from IDNR. Specific actions regarded as significant deviations, although not inclusive, are as follows:

1. The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Project Sponsor to another individual, group, agency, or entity.
2. Any significant modification to the approved project site plan or usage OR the change, alteration or disposition of the project site to other than public recreation use unless otherwise approved in this Agreement or by the DNR.

h. Grantee may enter into a contract or agreement with responsible concessionaires to operate and/or construct facilities for dispersing food to the public and/or any other services as may be desired by the public and the sponsoring agency for enjoyable and convenient use of the PARC assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the PARC lands and/or facilities shall be used for the improvement of those lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the sponsoring agency with third persons relating to accommodations or concessions to be provided for or at the PARC facility for benefit of the public shall be submitted to the Department, upon request, for its approval prior to the sublease or license being entered into or granted by the sponsoring agency. 17 Ill. Adm. Code 3070.70.

i. For projects receiving development assistance, the sponsoring agency must possess either fee simple title or other means of legal control and tenure (easement, lease, etc.) over the property being improved for a period of 20 years. The Department will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits a unit of local government from entering into such a long-term agreement, or other circumstances beyond the control of the unit of local government prohibit such arrangements. The sponsor must also adhere to applicable local bidding and procurement requirements and make available to the Department, upon request, all working plans, specifications, contract documents and cost estimates for review prior to commencing work. The format for any advertisement or prospectus soliciting and inviting bids, indicating submission deadlines, must also be presented, upon request, to the Department for review prior to publication. 17 Ill. Adm. Code 3070.70.

j. Operation and Maintenance: all lands and facilities assisted with PARC funds shall be continuously operated and maintained by Grantee in a safe and attractive manner at no cost to the Department and be operated and utilized in such a manner as to maximize the intended benefits to the public. The Department shall have access to PARC assisted facilities at all times for inspection purposes to ensure the project sponsor's continued compliance with this Part. 17 Ill. Adm. Code 3070.70.

k. Property acquired or developed with PARC funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior Department approval. Approval for property conversion will be granted only if the project sponsor substitutes replacement property of at least equal fair market value and comparable outdoor recreation usefulness, quality and location. 17 Ill. Adm. Code 3070.70.

7. Performance Reports and Monitoring

a. The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00 (30 ILCS 705/4(b)(2)).

b. The Grantee shall be responsible for developing the project site in general accordance with the site development plan approved by IDNR, and attached hereto as part of Grantee's Application. Grantee shall make all development plans and specifications available for review by IDNR upon request.

c. It is agreed and understood by the Grantee that an IDNR representative shall have access to the project site to make periodic inspections as work progresses. It is further agreed and understood by the Grantee that IDNR reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee.

V. Project Costs and Billing

a. A project shall be deemed completed for grant payment when the Grantee submits a development project billing form seeking grant reimbursement which is approved for payment by IDNR. Failure by the Grantee to submit required billing forms and substantiating documentation within a one (1) year period following the project expiration date will result in the Grantee forfeiting all project reimbursements, and relieves IDNR from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of IDNR.

b. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the PARC Grant Program, as set out in 17 Ill. Adm. Code 3070.50 *et seq.*

c. Payment to the Grantee will be made as reimbursement for eligible expenses following submission to IDNR of a certified billing request listing all funds expended, and including any other documentation required by the administrative rules (*see* 17 IL ADC 3070.70).

d. Only costs incurred during the specified project period dates indicated on this Agreement and necessary to complete the approved project components are eligible for grant reimbursement payment. Project costs for which reimbursement is sought cannot be incurred by the project applicant prior to grant approval notification. Costs incurred prior to Department approval are ineligible for grant assistance with the exception of architectural and engineering fees. For acquisition projects, costs are considered incurred when a property deed, lease or other conveyance is accepted by the local sponsor or first payment is made on the project property or to an escrow account for the property. Development project costs are considered incurred on the date construction contracts are signed or actual physical work begins on the project site or project materials are delivered. 17 Ill. Adm. Code 3070.50.

e. Except for reimbursement grants where this does not apply, all funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant agreement, shall be returned to the State within 45 days (30 ILCS 705/4(b)(5)).

f. Upon project completion, Grantee must submit a certified project billing request listing and verifying all funds expended on the project for which grant reimbursement is sought, as well as required billing documentation, as follows (17 Ill. Adm. Code 3070.70):

1. Acquisition Project: Proof of good faith negotiations or fair market value offer to land seller, copy of property deed and title insurance policy (Judgment Order in case of condemnation) showing ownership transferred to the local Grantee, and copies of canceled checks showing proof of payment to seller.

2. Development Projects: Copy of construction as-built drawings (no larger than 11" x 17") and verification of actual project costs.

VI. Financial Records and Audit Requirements

a. The Grantee shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to IDNR and the State of Illinois, Auditor General or Attorney General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

b. Grantees receiving a cumulative total of \$500,000 or more in PARC assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted, as is generally required by 1) state law (65 ILCS 5/8-8-1 *et seq.* or 55 ILCS 5/6-31001 *et seq.*) or 2) by the Grantee's own governing body, as applicable. A copy of the audit must be provided to IDNR, upon request, OR if any findings (irregularities) involving the PARC grant are reported in the audit.

c. All required audits must be conducted by an independent certified public accountant, licensed by the State of Illinois, and must be performed in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA). The Grantee shall be responsible for procuring all required audits in accordance with its normal procurement rules, providing that these rules promote open competitive procurement.

d. The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by IDNR or its representative, the Grantee shall be responsible for repayment of such costs.

VII. Compliance with Laws

a. IDNR and the Grantee agree to perform this Agreement in accordance with the PARC Grant Program (30 ILCS §764/10-1 *et seq.*); with the rules promulgated pursuant to that Act (17 Ill. Adm. Code 3070.10 *et seq.*); and, with the terms, promises, conditions, plans, specifications, maps, and assurances contained in the approved Project Application, each of which is hereby incorporated by reference and made a part of this Agreement.

b. The agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*).

- c. The Grantee agrees to complete the project in accordance with all applicable federal, state and local laws, ordinances and regulations.
- d. In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all permits, licenses, or forms of consent required to complete the project. **Failure to obtain any required permit or approval may jeopardize grant reimbursement and/or cause debarment.**
- e. Grantee will complete project construction in accordance with all laws of the State of Illinois governing purchases and procurement by the local Grantee.
- f. Conflict of Interests (17 Ill. Adm. Code 3070.70):
- 1) No official or employee of the local political subdivision who is authorized in his or her official capacity to negotiate, make, accept, or approve or to take part in decisions regarding a contract or subcontract in connection with an approved PARC grant project shall have any financial or other personal interest in any such contract or subcontract.
 - 2) No person performing services for the local political subdivision in connection with an approved PARC grant project shall have a financial or other personal interest other than his or her employment or retention by the local political subdivision in any contract or subcontract in connection with an approved PARC grant project. No officer or employee of such person retained by the local political subdivision shall have any financial or other personal interest in any real property acquired under an approved PARC grant project unless that interest is openly disclosed upon the public records of the local political subdivision and the officer, employee or person has not participated in the acquisition for or on behalf of the local political subdivision.
- g. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. No course of dealing or failure of IDNR to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- h. No assignment of grant provisions or duties is allowed.
- i. This Agreement, including the project application by reference, any attachments, and the General Provisions and Certifications attached hereto, constitutes the entirety of the grant agreement between the Grantee and IDNR and supersedes all other agreements, whether written or oral, and may not be amended or modified except by a written instrument executed by both parties.
- j. This Agreement shall be governed by and construed only in accordance with the laws of the State of Illinois. Any liability of IDNR under this Agreement shall be limited to the amount of the grant. Any dispute relating to this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 *et seq.*).
- k. All facilities constructed with PARC assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards, the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 *et seq.*) and the regulations thereunder (28 CFR 35.130).
- l. The sponsoring agency must observe and comply with the provisions of the Prevailing Wage Act (820 ILCS 130/4), which apply to the wages of laborers, mechanics and other workers employed in any public works, and with the prevailing wage requirements of the Illinois Procurement Code (30 ILCS 500/25-60) (*see* 17 Ill. Adm. Code 3070.70(k)).
- m. Grantee agrees to comply with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) (*see* 30 ILCS 105/45).

VIII. Intellectual Property

a. All intellectual property ("IP") rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials"), including by way of example but not as limitation, any posters and promotional materials, photographs, maps, drawings, charts, reports, brochures, blueprints, website pages, and source code, shall be owned by Grantee unless Grantee materially breaches the terms of this Agreement.

b. To ensure that the Public Materials are widely and generally available to the public who has paid for their production, Grantee hereby grants to IDNR a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide, sublicenseable license to use, copy, or publish the Public Materials by any means or media in connection with any activity of IDNR.

c. Grantee shall provide to all employees and agents of Grantee who might otherwise be entitled to claim any authorship or ownership or IP interest in such Public Materials (including but not limited to architects, photographers, graphic designers, web designers, sculptors, and contractors) a copy of this clause and shall obtain such employees' and agents' acknowledgment and agreement (1) that any employee or non-employee's contributions to any such Public Materials shall be considered Grantee property and/or works for hire, and (2) that to the extent that the Public Materials are not so considered, that all such contributors assign their rights therein, whether under patent, copyright, trade secret, or trademark law, and including moral rights, in perpetuity or for the longest period otherwise permitted by law, to Grantee such that Grantee can effectively grant the above-described license. Grantee shall allow IDNR full access to the project site and materials, both during the grant term and after completion, for documentation, inspection, publicity, photography, promotion, or similar purposes.

IX. Notice to Parties

All correspondence arising from this Agreement shall be directed to the individuals who signed this Agreement or its designated representatives. All notices shall be deemed to have been provided at the time it is actually received.

X. Agency

Neither Grantee, nor its employees, agents, or subcontractors, shall be deemed to be an agent of the State of Illinois or IDNR.

XI. Remedies

Indemnification: Grantee shall indemnify, protect, defend, and hold harmless IDNR from any and all liability, costs, damages, expenses, reasonable attorneys' fees, or claims thereof arising under, through, or by virtue of the construction, operation, and maintenance of the project.

XII. Contractual Authority

The agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under this Agreement. When an authorized designee signs in addition to an Agency, he or she does so as approving officer and shall not have any liability to the Grantee.

XIII. Freedom of Information Act

This Agreement and all related public records maintained by, provided to or required by the State are subject to the Illinois Freedom of Information Act (50 ILCS 140 *et seq.*) notwithstanding any provision to the contrary that may be found in this Agreement.

XIV. Attachments

a. This Agreement, including the documents specified below, constitutes the entirety of the Agreement between the parties and supersedes any other agreement or communication, whether written or oral, relating to this award that may have been made by either party. If there is a discrepancy between the language of an attachment and this Agreement, the Agreement controls.

Documents incorporated by reference:

1. General Provisions
2. Project Application
3. Certifications
4. Project Maps
5. Implementation and Billing Requirements (Development Projects Only)
6. PARC Program Guidelines and Application Forms

b. Grantee certifies under oath that all information in the Agreement is true and correct to the best of the Grantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the Agreement; and that the award of grant funds is conditioned upon such certification (30 ILCS 705/4(b)(6)).

GRANTEE

STATE OF ILLINOIS

 (Agency)

 (Signature)

 (Name)

 (Title)

 (Date)

IL Department of Natural Resources

 (Agency)

 (Director - Signature)
Marc Miller

 (Director - Name)

 (Date)

 (IDNR G Counsel-Signature) Date

Jeffrey P. Smith
 (IDNR General Counsel-Name)

 (IDNR Chief Fiscal Officer-Signature) Date

Scott Harper
 (IDNR Chief Fiscal Officer-Name)

CERTIFICATION
 I certify under oath that all information in the grant agreement is true and correct to the best of my knowledge, information, and belief; and that the funds shall be used only for the purposes described in the grant agreement; and that the award of the grant funds is conditioned upon such certification.

 GRANTEE Signature and Date

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: _____

or

Business Name: _____

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number _____

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature: _____

Date: _____

STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.
3. Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.
4. Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).
5. Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.
6. To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.
7. Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

9. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
14. Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
15. Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
18. In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
19. a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

24. Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

26. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

29. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered **and has attached a copy** of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

VENDOR (show Company name and DBA)

Signature

Printed Name

Title

Date

Address

Project Sponsor: Park District of La Grange _____

Project Title: New Construction Fitness Center

DEVELOPMENT ITEM	UNIT AMOUNT	ESTIMATED COSTS
Fitness Area (6,892 s. f.)	1	\$689,200.00
Locker Roms (1,943 s. f.)	1	\$437,175.00
Spin / Exercise Room (829 s. f.)	1	\$82,900.00
Yoga / Exercise Room (571 s. f.)	1	\$57,100.00
Office, Storage (450 s. f.)	1	\$22,500.00
Circulation Space (375 s. f.)	1	\$37,500.00
Demolition	1	\$66,360.00
Contingency	1	\$145,000.00
CPA Report Costs (REQUIRED)		\$1,500.00
A / E Design Fees		\$276,182.00
(✓) Potential Archaeological Survey		\$0.00
TOTAL ESTIMATED COST:		\$1,815,417.00

(✓) Projects approved for PARC funding may require the completion of an archaeological reconnaissance survey on the project site. Estimated cost for such a survey may be included in the project budget.

Provide a quarterly expenditure schedule for the grant funds to the best of your knowledge or ability. Use quarterly time increments. Example: Year 1, Quarter 1 = \$10K (engineering fees). The project sponsor is not bound to this schedule and revisions can be made during the course of the project as necessary.

First Year Quarter 1= \$ 107,000 (Engineer fees), Quarter 2 \$157,000 Engineering fees, Demolition, and \$400,000 construction cost, Quarter 3 \$1,100,000 Construction cost, and Quarter 4 \$51,417 construction costs

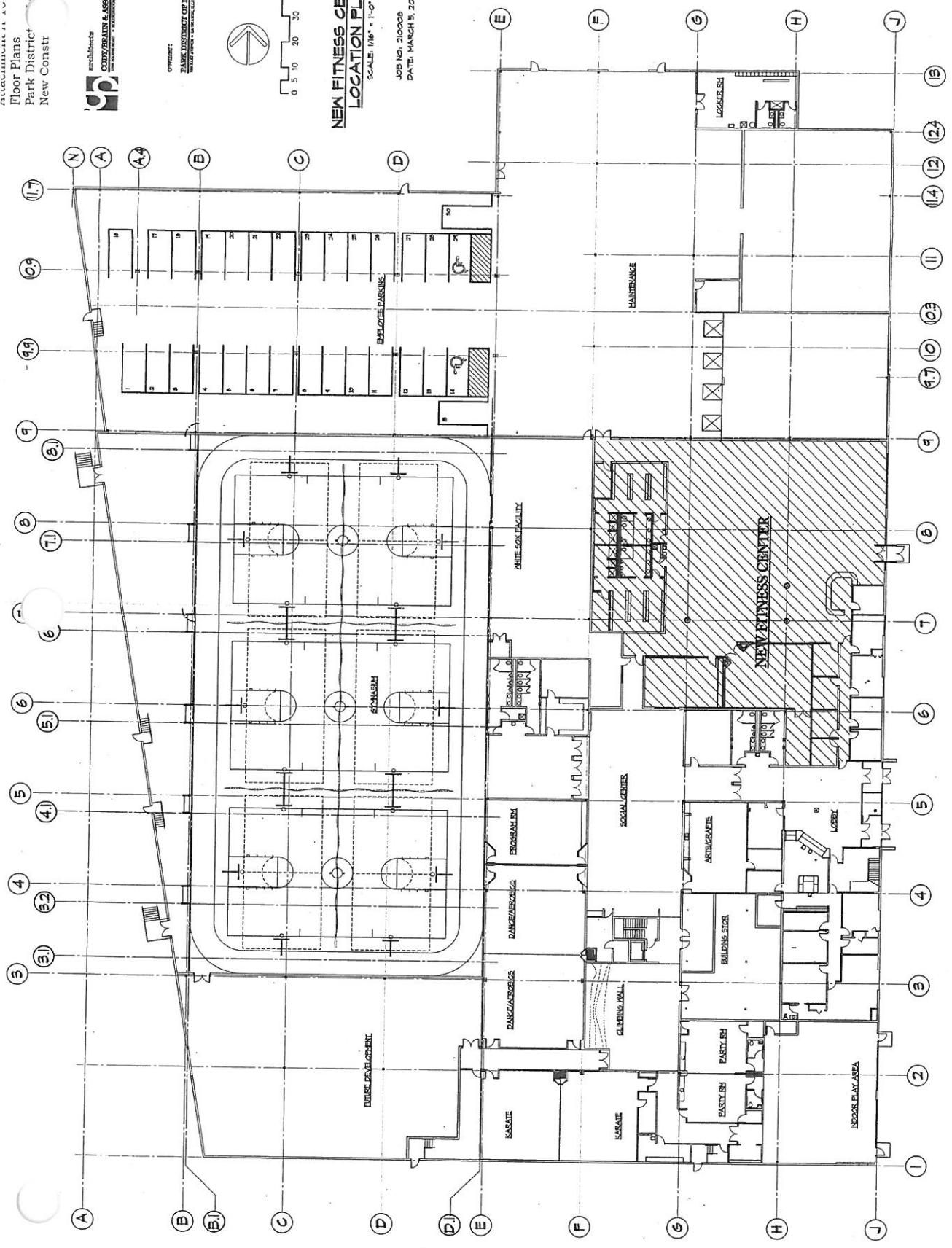


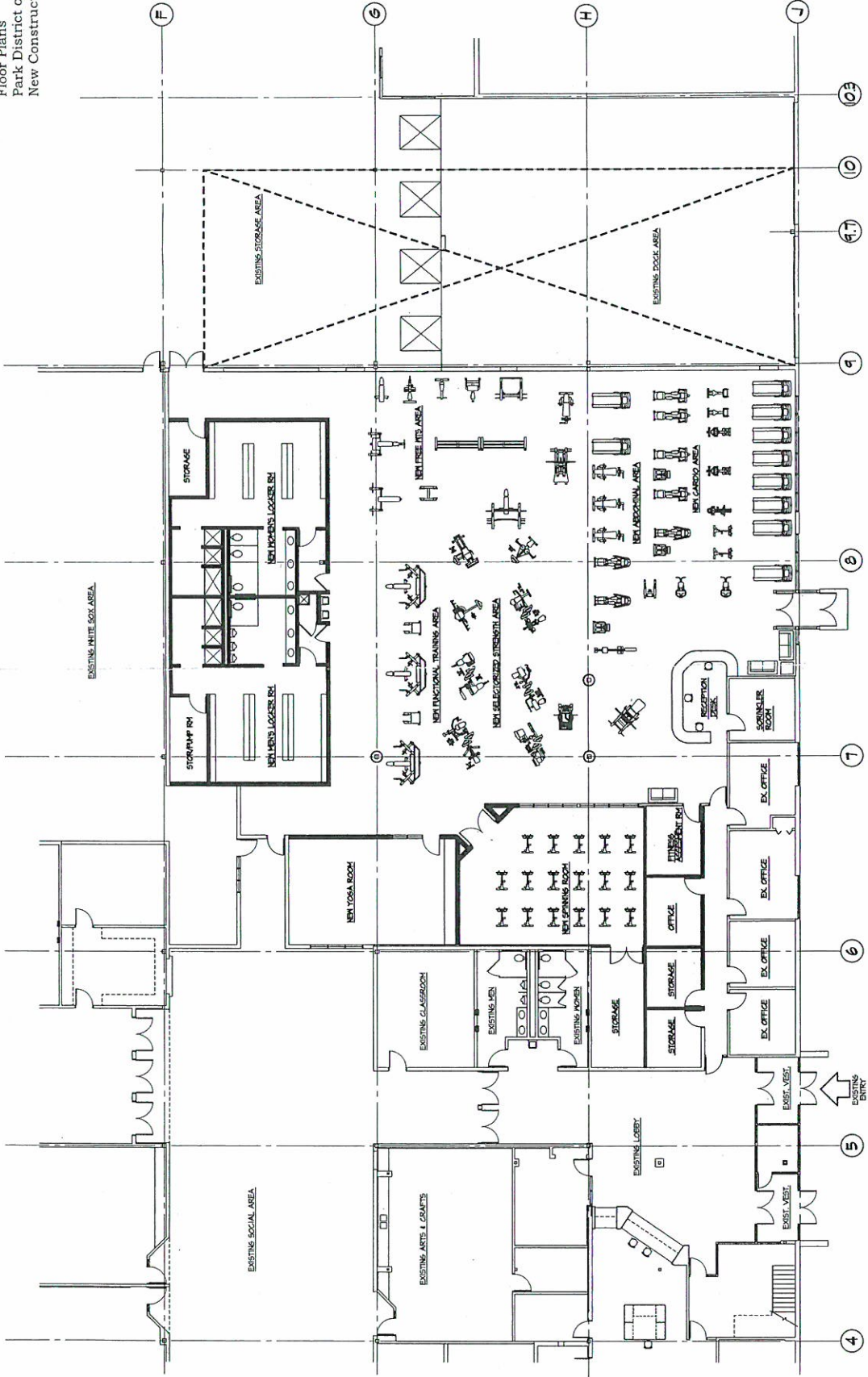
PROJECT:
 PARK DISTRICT OF LA GRANGE
 NEW CONSTRUCTION
 FITNESS CENTER



**NEW FITNESS CENTER
 LOCATION PLAN**
 SCALE: 1/16" = 1'-0"

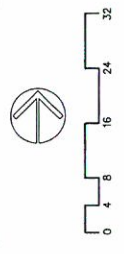
JOB NO. 200009
 DATE: MARCH 8, 2014





GOVERNMENT:
PARK DISTRICT OF LA GRANGE
 505 EAST AVENUE • LA GRANGE, ILLINOIS • 60138-1706
 DATE: MARCH, 2014

planners
CODY/BRADIN & ASSOCIATES, INC.
 200 MARKET ROAD • BOLLINGERBORO, ILLINOIS • 60771-1100



NEW FITNESS CENTER DETAIL PLAN
 SCALE: 1/8" = 1'-0"

ILLINOIS CERP FORM
DEPARTMENT OF NATURAL RESOURCES

ATTACHMENT A-11
CERP #: 14/2049 Due Date:

CULTURAL RESOURCES, ENDANGERED SPECIES & WETLANDS REVIEW REPORT

Project Sponsor: Park District of La Grange
 Project Title/Site Name: New Construction Fitness Center
 Contact Person: Dean Bissias Executive Director
 Address: 536 East Avenue
 Phone: 708-588-2204 Phone Date: March 4, 2014
 Email: deanbissias@pdlg.org

PARC GRANT PROGRAM <input checked="" type="checkbox"/>

Check appropriate response:

<input type="checkbox"/>	New Project Application (not previously reviewed / considered by IDNR)
<input checked="" type="checkbox"/>	Application Resubmittal *

* If resubmittal, indicate the year(s) previously submitted: 2010

Has project proposal changed in scope or design layout from previous submittal(s)? Yes No

If this is a development project was the property acquired with DNR funds? Yes No

Project Location: County: Cook

USGS Numeric Location Designation: Township: 38 Range: 12 Section: 41 Christine

Please attach: 1) project site development plan
 2) topographic map
 (Note: photocopy ONLY that portion of Topo map where project site is located. Copies should be no larger than 11" x 17")
 (Clearly delineate and identify the "project site/park boundary" on the map with a dashed black line)

Topographic maps may be obtained from:
 Illinois State Geological Society
 Champaign, IL
 (217) 244-2414

Size of Project Site: 6 acres

Topographical maps may also be available from local and/or regional planning commissions.

If project site contains a building that is pre-1960, refer to instructions on page 2.

Does the project include tree removal? Yes No

If yes, anticipated number to be removed:

Concise Project Description: (Also, attach 2 sets of color photos of any existing buildings/structures on project site)

The money from this grant is for the renovation of our current Recreation Center for the development of a 11,000 square foot Fitness Center. Which will consist of locker rooms, exercise rooms, office and storage areas, and fitness floor which will house the necessary fitness equipment.

DEPARTMENT USE ONLY	Approved	Approved w/ Restrictions *	Comments*	Grant Adm.
Cultural Resources	<u>X</u>			<u>DS</u>
T&E Species/ NP/Natural Area/LWR	<u>X</u>			
Wetlands (Sec 404, see reverse side)	<u>X</u>			
<u>Rich Lewis</u>	<u>6-20-14</u>			
OREP/RR&C/CERP Coordinator	Date			

* see attached letter/comment
 Signature indicates IDNR CERP sign-off for ONLY the project information included in this submittal. Any changes must be resubmitted for review.

3 COPIES OF THIS FORM AND THE SPECIFIED ATTACHMENTS MUST BE SUBMITTED WITH APPLICATION



EXAMPLE

Proposed Project Timeline

Task	July-Dec 2011	Jan-June 2012	July-Dec 2012	Jan-June 2013	July - Dec 2013
Engineering and construction documents for project	X	X			
Bidding, Award of Contract for Project		X			
Construction of Project		X	X	X	
Project Completed				X	X
Anticipated Request for Reimbursement					Sept. 2013

Illinois Department of Natural Resources Grant Award Fee Form

This grant program requires a **Grant Award Fee** be submitted by successful applicants at the time the grant agreement is returned to the IDNR for final execution. This fee shall be calculated as 1% of the total funding assistance granted to the applicant. No single Grant Award Fee shall exceed \$5,000.00.

EXAMPLES:

A \$200,000 grant award would require a \$2,000 Grant Award Fee
($\$200,000 \times 0.01 = \$2,000$)

A \$750,000 grant award would require a \$5,000 Grant Award Fee
($\$750,000 \times 0.01 = \$7,500$ which exceeds the \$5,000 maximum)

Grant Award Fees shall be rounded up to the nearest whole dollar amount.

EXAMPLES:

A \$54,750 grant award would require a \$548 Grant Award Fee
($\$54,750 \times 0.01 = \547.50 rounded up to the nearest whole dollar = \$548)

The grantee may choose to consider the Grant Award Fee as an allowable reimbursement cost and include this cost in the identified costs of the project if so desired.

Grant agreements returned without the required Grant Award Fee, or with an incorrect amount, will not be accepted by IDNR. Failure of a Grant Award Fee to clear the bank it is drawn against will result in the automatic denial of the award and cancellation of the grant without further consideration.

This form must be completed and returned with the signed grant agreement and Grant Award Fee.

GRANT NUMBER:

APPLICANT:

PROJECT TITLE:

TOTAL PROJECT COST:

\$

TOTAL GRANT ASSISTANCE AWARD:

\$

(Grant Award Fee based on this amount)

GRANT AWARD FEE AMOUNT ATTACHED:

\$

Must be in the form of a check made payable to the "Illinois Department of Natural Resources"

I hereby certify that I have read the above information and that the required Grant Award Fee is included with our signed agreement being returned to the IDNR:

(signature & date)

Please contact the IDNR Division of Grant Administration at 217/782-7481 or dnr.grants@illinois.gov if you have any questions.

PARK AND RECREATIONAL FACILITY CONSTRUCTION

GRANT PROGRAM

DEVELOPMENT PROJECT

IMPLEMENTATION AND BILLING REQUIREMENTS

**IL Dept. Of Natural Resources
Division of Grant Administration
One Natural Resources Way
Springfield, IL 62702-1271
Tele: 217/782-7481
Fax: 217/782-9599**

IMPLEMENTATION & BILLING PACKET-PARC

17F

REVISED 2/24/2014

**DEVELOPMENT PROJECT COMPLIANCE INSTRUCTIONS
AND
BILLING PACKET INFORMATION**

In this packet, you will find necessary information and instructions to properly implement an approved development project involving the Park and Recreational Facility Construction Grant Program (PARC) from the Illinois Department of Natural Resources (DNR). **PLEASE READ THOROUGHLY!** Failure to comply with these instructions can jeopardize grant reimbursement.

GENERAL

- 1) To maintain eligibility for grant reimbursement, the local project sponsor must satisfactorily complete ALL approved project components as specified in the approved project application and the signed Project Agreement. Any changes (additions or deletions) to the project scope must be approved by DNR in order to maintain overall eligibility for grant reimbursement. Any Change Order +/- \$10,000 not approved by IDNR will not be eligible for grant reimbursement (see page 4, #6).
- 2) Unless otherwise approved by DNR, the local agency shall retain the services of a registered professional architect and/or engineer to make necessary field surveys, prepare detailed plans and specifications, and contract agreements; furnish necessary field supervision of the project construction; and provide other services that may be necessary for the proper design and construction of the approved project. These professional services shall be obtained pursuant to the Local Government Professional Services Selection Act (50 ILCS 510/1 et seq.)
- 3) In-house engineering and administration, force account labor and force account materials are **NOT** reimbursable under the PARC grant program.
- 4) As a reminder, no other state or federal funds may be used as match for a PARC grant.
- 5) For all development projects, the local sponsor must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts. DNR may request documentation from the local agency to verify compliance with applicable state statutes.
- 6) All PARC-assisted facilities must be designed and constructed to accommodate full accessibility as per the Illinois Accessibility Code standards and the "Americans with Disabilities Act" Accessibility Guidelines (ADAAG).
- 7) The approved PARC development project must be completed **AND** all project costs for which reimbursement is expected **must be incurred no later than the expiration date specified on the signed Project Agreement, unless otherwise approved by Illinois DNR Grant staff.** Failure to have approved project components completed by the specified project expiration date could jeopardize approved grant reimbursement on the project.
- 8) All development projects receiving grant assistance shall be bound by the terms of the PARC Grant Program for a period of 20 years.
- 9) The maximum allowable claim for hired "contracted" Architectural/Engineering (A/E) services used for proper project design and construction supervision/administration of an approved PARC development project shall be based upon the following percentages of actual PARC-assisted construction costs:

15.25% Initial analysis, design & bid work, on site construction supervision and final project close-out work

- 10) In connection with and prior to the construction, and thereafter the subsequent operation and maintenance of the PARC-assisted facilities, the Local Agency agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, from, but not limited to, the following agencies. **(Failure to do so can jeopardize grant reimbursement.)**
- U.S. Department of the Army, Corps of Engineers.
 - IL Dept. of Transportation (Division of Highways).
 - IL Environmental Protection Agency
For development sites that are one (1) acre or more, a "Storm Water Pollution Prevention Control Plan" and a permit are required from IEPA. Contact (217) 782-0610.
 - IL Dept. of Natural Resources regarding "Interagency Wetlands Policy Act" (20 ILCS 830); "State Endangered Species Act" (520 ILCS 10/11); cultural resource impacts (20 ILCS 34/20, *coordinated with the IL Historic Preservation Agency*); and through the Office of Water Resources at IDNR, impacts to state waterways (615 ILCS 5/5).
 - IL Dept. of Public Health (Campground Licensing & Recreational Area Act, 210 ILCS 95/1).
 - Local Building or Zoning Agencies or Boards, where applicable.
- 11) Status of project progress should be reported to the DNR Grant Administrator assigned to the project **each January 1, April 1, July 1, and October 1** throughout the duration of project implementation (i.e., until the project's FINAL billing is submitted to the Illinois DNR). The enclosed "project status report" form is provided for your convenience. **Failure to submit a status report may result in forfeiture of reimbursement.**
- 12) Please contact the DNR Grants staff for assistance at 217/782-7481 if you have any questions as you proceed with project implementation regarding program requirements.

SPECIAL CONDITIONS FOR POOL PROJECTS

The local project sponsor must provide evidence that the Pool Manager and/or Assistant Pool Manager has attended a Certified Pool/Spa Operators course once every five years for the duration of the agreement.

The local project sponsor will provide a copy of the letter from the Illinois Department of Public Health authorizing the sponsor to renovate/construct the sponsor's swimming pool prior to commencement of the project. Upon completion of the project the sponsor will also submit to IDNR a copy of the IDPH license to operate the facility prior to receiving grant reimbursement.

ACCESSIBILITY SPECIFICATIONS GUIDE

All facilities constructed with State PARC assistance must be developed and designed to accommodate full accessibility standards as per the Illinois Accessibility Code (April, 1997) and the "Americans with Disabilities Act" Accessibility Guidelines (ADAAG).

Although the Illinois Accessibility Code standards do not address specific criteria for accessibility involving all recreational facilities, there is a reference to "Recreational Facilities" on Pg. 87 of the Code. A copy of the Illinois Accessibility Code may be obtained by calling 217/782-2864 (Springfield) or 312/814-6000 (Chicago).

To supplement this information, the U. S. Architectural and Transportation Barriers Compliance Board pursuant to ADA has developed final guidelines for recreation facilities and outdoor developed areas. Copies of the guidelines can be obtained by writing to: *Access Board, Recreation Report, 1331 "F" Street, N.W., Suite 1000, Washington, D.C. 2004-1111. Tele: 202/272-5434 or 800/514-0301 or contact their web site at www.access-board.gov.*

OPEN COMPETITIVE BIDDING

- 1) EXCEPT as noted below in items #2 - #6, all open competitive bidding for PARC projects shall be done in accordance with the local agency's statutory requirements governing public procurement.
- 2) Language similar to the following should appear in all bid advertisements relative to the approved PARC grant project:

This project is being financed, in part, with funds from the Illinois Department of Natural Resources, "Park and Recreational Facility Construction Grant Program" (PARC) grant program.
- 3) The local sponsor shall encourage 1) "minority" business firms to submit bids on the approved project and 2) successful contract bidders to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction. *This stipulation should be noted in all bid solicitation notices.*
- 4) Contract award(s) shall be made to the lowest responsible bidder whose bid properly addresses and complies with the invitation, and is most advantageous to the local sponsor; price and other factors considered. (Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid.) Justification for acceptance of a no-bid contract or awarding of contracts to other than the lowest bidder is **subject to Illinois DNR approval.**
- 5) The bid proposal forms should be structured for flexibility. This can usually be done most effectively with add/deduct alternates and bidding the work by specific/distinct work elements.

The instructions to bidders in the bid specifications should clearly indicate what constitutes a valid bid and how the contract/bid will be awarded (lowest responsible/qualified bidder for all work items versus individual work items; base bid and selected bid alternates versus base bid separate from bid alternates, etc.). It should also specify whether substitutes will be accepted and if scope of individual work elements can be modified.

In general, the *Instructions and General Conditions* section of the Bid Specifications should, at a minimum, address the following items:

- . Bid Opening Date
- . Number of days Bid must be held
- . Bid, Performance and Payment Bond/Security Requirements (*)
- . Contractor Insurance Requirements
- . Completion date and if liquidated damages occur for late completion
- . Terms of Payment to Contractor
- . Schedule of quantities/material list and Unit Costs
- . If Bid is for material or product supply, do not specify specific name brand WITHOUT also accepting "or approved equal". Also, specifications for a particular product or material being bid cannot be written in such detail so as to prevent an open and competitive bidding situation.

Bid specifications must include the requirement that contractors and subcontractors pay State Prevailing wages. For the specific requirements, review the Prevailing Wage Act (820 ILCS 130/0.01-12).

In addition, 50% of the labor hours on the project must be performed by actual residents of the State of Illinois. Article 80 of the FY 10 Budget Implementation (Capital) Act, P.A. 96-37 (HB 2424.)

(* Bonding requirements for all public works projects in Illinois are stipulated in the "Public Construction Bond Act" (30 ILCS 550/1 et.seq.) which states that every contractor on a public works project must provide to the satisfaction of the public agency *good and sufficient bond with adequate sureties to guarantee construction performance and payment of materials and labor used in such work.*

REMEMBER, the approved PARC grant project must be completed by the date specified in the Project Agreement. The local agency should ensure that all bidders are aware of the expected completion date by specifying the expected project construction start date and completion date in the bid specifications package.

- 6) In certain instances, conditions may arise after work has begun that are beyond the control of the local agency and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders. **If the change order involves 1) the total deletion of an identified project component, 2) the addition of a new component for which reimbursement will be sought or 3) exceeds \$10,000 in value, the local agency must receive Illinois DNR approval in order to ensure grant eligibility is maintained.** *For change orders in excess of \$10,000 (pursuant to Section 33E-9 of the Criminal Code of 1961, as amended) written assurance MUST BE provided to the Illinois DNR by the local agency that such a change order was not reasonably foreseen at the time of initial construction contract execution.*

BILLING REQUIREMENTS

- 1) Billing requests for grant reimbursement will be processed at the 50% and 100% completion levels. Only costs incurred during the specified "project period" indicated on the Project Agreement and necessary to complete approved project components are eligible for grant reimbursement.
- 2) The following documentation is required for project billings at 50% and 100%:
 - A) Completed "Development Project Billing Form" containing original signatures. (form enclosed)
 - B) Completed "Project Performance Report". (form enclosed)
 - C) Agreed Upon Procedures Report from CPA firm (including applicable schedules-see Attachment B on page 7). Costs claimed on the "Development Project Billing Form" must be reviewed and attested to by an independent CPA⁽¹⁾ in accordance with the *Statement on Standards for Attestation Engagements* as established by the American Institute of Certified Public Accountants. The independent Attestation will be based on the "Agreed Upon Procedures" developed by DNR and identified on Attachment A.

NOTE: The cost of having the independent attestation of the Project Billing conducted is considered an eligible project cost and may be claimed for 50% grant reimbursement. Submit invoice from accounting firm and proof of payment.

(1) It is recommended that the CPA firm that conducts the Grantee's regular agency-wide audit be used for this purpose

In addition to the documents listed above, the following documentation is required for the 100% project billing:

- D) One photo of a sign acknowledging PARC grant assistance posted at the project site. Sign fabrication is the responsibility of the project sponsor. The acknowledgement shall incorporate the following language:

*"PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM"
ILLINOIS DEPARTMENT OF NATURAL RESOURCES*

- E) One copy of record (as-built) drawings (**drawings must be no larger than 11 X 17**). Drawings should be marked "as-built" and must be signed by the project manager or local official.

BILLING REQUIREMENTS CONTINUED

Information the Project Sponsor (grantee) will need to provide the CPA (auditor) in order to have the independent Billing Attestation efficiently completed according to the established "Agreed Upon Procedures":

Copy of the signed Project Agreement and any amendments executed thereto;

A "spread sheet or schedule" of all professional services (A/E) contracts and **publicly bid** construction contracts and associated contract change orders (if applicable) issued pursuant to the approved PARC project for which grant reimbursement is claimed.

The schedule should list the following: contractor or A/E firm name, project element completed by contract, contract amount and, if applicable, an itemized listing of any contract changes orders.
(See Attachment B for example);

Proof of bid advertisement for all publicly bid construction contracts;

Copy of "Bid Tabulation" for each publicly bid construction contract;

(If applicable) Justification for, and proof of Board action and IDNR approval, approving the awarding of any project construction contract to someone other than a low bidder;

A "Schedule of Project Expenditures" incurred pursuant to the approved PARC grant project for which grant reimbursement is claimed. **The schedule shall list, at a minimum, information shown in the example on Attachment B.** *The "schedule/spread sheet" must contain a "certification statement" signed by the Grantee's chief fiscal officer and chief administrator / elected officer attesting to the accuracy of the information;*

Copy of applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts.

“Agreed Upon Procedures” for PARC Project Billing Attestation

Costs claimed for PARC grant reimbursement on the Development Cost Summary Statement (Development Project Billing Form) must be attested to by an independent CPA licensed in the State of Illinois. The attestation shall be completed in general accordance with the Statement on Standards for Attestation Engagements as established by the American Institute of Certified Public Accountants and based on the following “Agreed Upon Procedures” developed by the Illinois Department of Natural Resources.

Recommended “Agreed Upon Procedures” for attesting to the eligibility of the costs claimed on the *Development Project Billing Form* signed and attested to by the local project sponsor (grantee):

- Based on both 1) the “Schedule of Professional Services (A/E) and publicly bid Project Contracts” and 2) the “Schedule of Project Expenditures” provided by the local project sponsor (grantee) as supporting documentation for the *Development Project Billing Form*, perform the following procedures and provide a report detailing the results. **The report should include copies of the aforementioned schedules and the signed *Development Billing Form* provided by the local project sponsor (grantee).**
 - A. Verify that all contracts listed on the schedule were for work germane to the scope of the approved PARC project as described on the signed Project Agreement and any amendments thereto, and, with the exception of project professional services (A/E) contracts, were executed after the project start date indicated on the signed Project Agreement. Identify and report any exceptions.
 - B. With the exception of Professional Services (A/E) contracts, verify that the local project sponsor (grantee) has complied with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts. Identify and report any exceptions.
 - C. Verify that all publicly bid construction contracts executed for the project were awarded to the low bidder. Identify and report any exceptions and attach written justification from local project sponsor (grantee) for their awarding any contract to someone other than the low bidder.
 - D. Verify that all change orders to the construction contracts are germane to the approved PARC project scope and that any change orders of \$10,000 or more were approved by DNR. Identify and report any noted exceptions and attach a copy of any change order noted as an exception.
 - E. Sample a minimum of 25% of the project expenditures listed on the “Schedule of Expenditures” (sample shall represent at least 50% of total project expenditure value) and trace to the local project sponsor’s accounting record system and verify the costs are germane to the project scope and, with the exception of project professional services (A/E fees), were incurred during the project period specified on the signed Project Agreement. Identify and report any noted exceptions.
 - F. Verify that “Prevailing Wage” language was included in any/all construction contract(s). Identify and report any exceptions.
 - G. Verify that local matching dollars for the project did not include federal or other state funds.

ATTACHMENT B

1. Schedule of Professional Services (A/E) and Publicly Bid Project Contracts [SAMPLE FORMAT]

Grant Project #: _____

Firm Name	Project Element	Base Contract Amt	C. O. # and Amt	Total
John Doe & Associates	A/E services	\$181,500.00		\$181,500.00
Acme Paving Co.	Parking lot paving	\$98,500.00	#1 - \$11,500.00	
			#2 - \$3,100.00	\$113,100.00
ABC Construction Co.	Recreation Center construction	\$2,379,000.00	#1 - 27,800.00	
			#2 - 8,530.00	
			#3 - \$39,900.00	
			#4 - \$1,800.00	
			#5 - \$2,300.00	\$2,459,330.00
Springdale Co.	Outdoor Sitework	\$44,200.00	#1 - \$1,200.00	\$ 45,400.00
TOTAL				\$2,799,330.00

2. Schedule of Project Expenditures (Grant Project #: _____) [SAMPLE FORMAT]

Vendor/Contractor Name	Project Element	Invoice Date and Number	Invoice Amount	Payment Check #	Amount	Amount Claimed for Grant Reimbursement

I hereby certify that the costs shown on this "Schedule of Project Expenditures" are true and correct and based on actual expenditures by the Project Sponsor for the referenced PARC project; that grant reimbursement/payment from the State of Illinois has not been received for these costs; and that the costs are in accordance with provisions of the Illinois PARC grant program (17 IL Adm Code 3070).

(Name & Title)

(Signature of Chief Administrator/Elected Official)

ATTESTED BY: _____
(Signature of local agency's chief fiscal officer)

RECORD RETENTION / AUDIT REQUIREMENTS

A. Record Retention

As stipulated in the General Provisions of the grant Project Agreement, the local project sponsor (grantee) must maintain, for a minimum **three (3) year** period following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the Illinois DNR and/or the State of Illinois, Auditor General, and the Attorney General for auditing at reasonable times. Failure by the grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

B. Audit Requirements

Local agencies receiving a cumulative total of \$500,000 or more in state PARC assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted as is generally required by 1) state law (65 ILCS 5/8-8-1 et seq. Or 55 ILCS 5/6-31001 et seq.) 2) by the grantee's own governing body, as applicable. A copy of the audit must be provided to DNR, upon request, OR if any findings (irregularities) involving the PARC grant are reported in the audit.

The audit must be conducted by an independent public accountant, certified and licensed by authority of the State of Illinois and conducted in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA, 1985) Procurement of the necessary audit(s) is the responsibility of the local agency and can follow established local procurement procedures, provided those procedure promotes an open and competitive environment.

C. Audit Resolution

The grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the Illinois DNR or its representative, the grantee shall be responsible for repayment of such costs.

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES
PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM

DEVELOPMENT PROJECT BILLING FORM

Project #: _____ Project Billing #: _____

Project Sponsor: _____

Project Title: _____ F.E.I.N./T.I.N. ____ - _____

DEVELOPMENT COSTS SUMMARY STATEMENT

Cost Category	Expenditures
Construction Costs (Bid Contracts)	
Architectural/Engineering Fees	
Other (Specify)	
CPA Attestation Fee, if applicable (attach copy of invoice & proof of payment)	
TOTAL	
Less Local Agency Share	
Amount Claimed for Grant Reimbursement	

I hereby certify that this Billing is correct and just and based upon actual payment(s) of record by the participant local political subdivision; that payment from the State of Illinois has not been received for these costs; and that the completed work and services or purchases are in accordance with provisions of the Park and Recreational Facility Construction Grant Program (17IL Adm. Code 3070 pursuant to 30 ILCS 764/1 et. seq.) and the signed Project Agreement, including amendments thereto, with the Illinois Department of Natural Resources.

BY: _____
(Signature)

NAME: _____

TITLE: _____

DATE: _____
(Document must be attested to by
the local agency's fiscal officer)

AGENCY: _____

ATTESTED BY: _____

TITLE: _____

PARC Development Project Status Report

(Reports due January 1, April 1, July 1, October 1)

Failure to submit a status report may result in forfeiture of reimbursement

Project #: _____ Project Sponsor: _____

Project Title: _____

Project SITE: Congressional Dist. _____ Legislative (Senate) Dist. _____ Representative (House) Dist. _____

DNR Grant Administrator: _____

Check appropriate box:

If applicable, currently addressing environmental requirements listed on the CERP form.
Archaeological survey required, date submitted: _____ OR anticipated date of submittal: _____
Wetland development plans required, date submitted: _____ OR anticipated date of submittal: _____

Project currently in design stage. (Anticipated bid advertisement date: _____)
All necessary construction permits secured: Yes No
(If no, describe on back of page what permits are still needed and their status)

Playground plans submitted to DNR for review & approval - Yes No N/A

Project currently out to bid or bids received.

(Anticipated construction start date: _____ completion date: _____)

Project under construction (approx. percentage completed)

< 25% 25% 50% 75% 90%
(provide brief description of work completed and work remaining to be done)

Change Orders over \$10,000.00 approved by DNR - Yes No N/A
Any changes in scope reviewed and approved by DNR - Yes No N/A

Project construction complete. Anticipated Final Billing submittal date: _____

For JULY 1 status reports only, dollar amount of incurred costs from July 1 of previous year to present.
Incurred costs represent actual payments made by the sponsor that have not yet been billed to the State.
\$ Amount _____

Comments

Prepared by: _____ Date: _____

Mailed to: IDNR, Division of Grant Administration, One Natural Resources Way, Springfield, IL 62702
Fax: 217/782-9599 Email: dnr.grants@illinois.gov

Dev. Project Status Report (03/19/13)

THE PARK DISTRICT OF LA GRANGE

ORDINANCE 14-06

**ORDINANCE LEVYING AND ASSESSING TAXES
OF THE PARK DISTRICT OF LA GRANGE, COOK
COUNTY, ILLINOIS, FOR THE 2014 TAX LEVY YEAR**

ADOPTED BY THE
BOARD OF COMMISSIONERS
OF THE
PARK DISTRICT OF LA GRANGE
THIS 17TH DAY OF NOVEMBER 2014

Published in pamphlet form by authority of the Board of Commissioners of the Park District of La Grange, Cook County, Illinois, this 17th day of November 2014.

**ORDINANCE LEVYING AND ASSESSING TAXES
OF THE PARK DISTRICT OF LA GRANGE,
COOK COUNTY, ILLINOIS, FOR THE
2014 TAX LEVY YEAR**

BE IT ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF
THE PARK DISTRICT OF LA GRANGE, COOK COUNTY, ILLINOIS:

Section 1. The sum of \$1,953,000 or so much thereof as may be authorized by law for the following purposes, be and is assessed and levied against all taxable property within the limits of said Park District of La Grange as the same is assessed and equalized for state and county purposes for the current year (2014). The said taxes, which are hereby levied, are exclusive of the amounts previously levied for the payment of bonded indebtedness and interest thereon. Said taxes are hereby levied for the 2014 tax levy year, and the specific amount hereby levied for each fund is set forth under the column entitled "Amount Levied" as follows:

	<u>Amount Levied</u>
General Corporate Fund	\$755,000
Recreational Program Fund	620,000
Social Security & Medicare Contributions Fund	100,000
Audit Fund	13,000
Liability Insurance Fund	75,000
Paving And Lighting Fund	25,000
Recreational Programs for the Handicapped Fund	235,000
Illinois Municipal Retirement Fund	130,000

Grand Total of Taxes Levied	\$1,953,000
	=====

Section 2: Pursuant to Section 4-4 of the Park District Code (70 ILCS 1205/4-4) neither the Budget and Appropriation Ordinance of the District for the current fiscal year beginning May 1, 2014 and ending April 30, 2015 nor any other Budget and Appropriation Ordinance is intended or required to be in support of the tax levy made in this ordinance.

Section 3: The unexpended balance of any item or items levied in and by this ordinance may be expended in making up any deficit of any item or items in

the same general appropriation and levy made by this ordinance. The unexpended balance of the tax for general corporate purposes from the preceding year may be accumulated and set aside for the purposes of building repairs and improvements in a capital improvement fund, provided that the balance of such fund does not exceed 1.5% of the aggregated assessed valuation of all taxable property within the District.

Section 4: That the secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Cook County within the time specified by law and said County Clerk shall extend the tax to produce the amounts levied herein upon the books of the Collector of the State and County taxes, all as provided by law. 70 ILCS 1205/5-1.

Section 5: This ordinance shall be in full force and effect from and after its passage and approval as required by law.

Section 6: This ordinance shall be published in pamphlet form in accordance with Park District Ordinance 91-7. 70 ILCS 1205/4-3.

PASSED THIS Seventeenth day of November 2014 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED THIS 17th day of November 2014.

Mary Ellen Penicook
President of the Board
of Park Commissioners for the
PARK DISTRICT OF LA GRANGE
La Grange, Cook County, Illinois

ATTEST:

Constantine Bissias
Secretary

STATE OF ILLINOIS }
 }
 } SS
COUNTY OF COOK }

**IN THE OFFICE OF THE COUNTY CLERK
COOK COUNTY, ILLINOIS**

**CERTIFICATION OF COMPLIANCE
WITH THE TRUTH IN TAXATION LAW
35 ILCS 200/18-55 THROUGH 18-100**

I, Mary Ellen Penicook, being first duly sworn on oath, hereby certify that I am the duly elected President of the Park District of La Grange, Cook County, Illinois; and that the attached hereto is a true and correct copy of the Annual Tax Levy Ordinance for corporate purposes of the Park District of La Grange, Cook County, Illinois, for the fiscal year beginning May 1, 2015 and ending April 30, 2016, as it appears of record in the Minutes of the Park District of La Grange Board Meeting held November 17, 2014.

I further certify that said Ordinance was passed in compliance with the provisions of “The Truth in Taxation Law,” 35 ILCS 200/18-55 through 18-100.

WITNESS my signature this 17th day of November 2014.

Mary Ellen Penicook
President of the Board
of Park Commissioners of the
PARK DISTRICT OF LA GRANGE
La Grange, Cook County, Illinois

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

SECRETARY'S CERTIFICATE

I, CONSTANTINE BISSIAS, the duly qualified and acting secretary of the Board of Park Commissioners of the Park District of La Grange, Cook County, Illinois, and the keeper of the records thereof, do hereby certify that attached hereto is a true and correct copy of an ordinance entitled:

**AN ORDINANCE LEVYING AND
ASSESSING TAXES OF THE
PARK DISTRICT OF LA GRANGE, COOK
COUNTY, ILLINOIS, FOR THE 2014 TAX LEVY YEAR**

Adopted at a regular meeting of the said Board of Park Commissioners held on the seventeenth day of November 2014.

IN WITNESS THEREOF, I have hereunto set my hand this seventeenth day of November 2014.

CONSTANTINE BISSIAS
Secretary to the Board of
Commissioners
Park District of La Grange

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

SECRETARY'S CERTIFICATE

I, CONSTANTINE BISSIAS, certify that I am the duly qualified and acting secretary of the Board of Park Commissioners of the Park District of La Grange, Cook County, Illinois, and the keeper of the records thereof, and I do hereby further certify that on November 17, 2014 the Corporate Authorities of such Park District passed and approved Ordinance 14-06, entitled:

**ORDINANCE LEVYING AND ASSESSING TAXES
OF THE PARK DISTRICT OF LA GRANGE, COOK
COUNTY, ILLINOIS, FOR THE 2014 TAX LEVY YEAR**

This provided by its terms that it should be published in pamphlet form.

The pamphlet form of November 17, 2014 Ordinance 14-06 including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the principle Park District building, commencing on November 1, 2014, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Secretary.

IN WITNESS THEREOF, I have hereunto set my hand this seventeenth day of November 2014.

CONSTANTINE BISSIAS,
SECRETARY
PARK DISTRICT OF LA GRANGE

THE PARK DISTRICT OF LA GRANGE

ORDINANCE 14-07

**AN ORDINANCE DIRECTING THE COOK COUNTY CLERK
TO REDUCE THE PARK DISTRICT OF LA GRANGE'S
REAL ESTATE TAX LEVY YEAR 2014
PARK DISTRICT OF LA GRANGE, COOK COUNTY, ILLINOIS**

PASSED AND APPROVED
BY THE
BOARD OF COMMISSIONERS
OF THE
PARK DISTRICT OF LA GRANGE

This 17th day of November, 2014

Published in pamphlet form by the authority of the Board of Commissioners of the Park District of La Grange, Cook County, Illinois this 17th day of November 2014.

**AN ORDINANCE DIRECTING THE COOK COUNTY CLERK
TO REDUCE THE PARK DISTRICT OF LA GRANGE'S
REAL ESTATE TAX LEVY YEAR 2014
PARK DISTRICT OF LA GRANGE, COOK COUNTY, ILLINOIS**

WHEREAS, there has been enacted, the Property Tax Extension Limitation Act 35 ILCS 200/18-185 *et seq.*, (the "Act"), which will affect the amount of taxes extended for the District by the Cook County Clerk, (the "Clerk"), and

WHEREAS, because of the fact that the amount of the Equalized Assessed Valuation ("EAV") for property located in the District for 2014 was not known at the time that the District passed its Tax Levy Ordinance for 2014, it could not be determined whether the application of the provisions of the Act would affect the District's levy, and

WHEREAS, it is possible that when the EAV for 2014 is established in 2015, the limiting rates set forth in the Act will require the Clerk to reduce the District's levy, and

WHEREAS, unless directed otherwise by the District, the Clerk has indicated that the District's levy will be reduced proportionately over all funds, if necessary, and

WHEREAS, the Clerk has requested direction from the District at the time of the filing of the Tax Levy Ordinance for 2014, as to which funds should be reduced, and by what amounts, if it becomes necessary, and

WHEREAS, the District prefers to give such direction.

NOW, THEREFORE, be it and it is hereby ordained by the Board of Park Commissioners of the Park District of La Grange, Cook County, Illinois, as follows:

Section 1 The Cook County Clerk is hereby directed to reduce the District's fund levies as follows, only if necessary due to the application of the Act:

<u>FUND</u>	<u>% OF REDUCTION</u>
Recreation	100%

Section 2 That this ordinance shall be in full force and effect from and after its

passage, approval, and publication in pamphlet form as provided by law.

ADOPTED: November 17, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Mary Ellen Penicook
President, Board of Park Commissioners
PARK DISTRICT OF LA GRANGE
Cook County, Illinois

Passed on this ____ day of _____, 2014.

ATTEST:

Constantine Bissias
Secretary, Board of Park Commissioners
PARK DISTRICT OF LA GRANGE
Cook County, Illinois

ORDINANCE No. 14-08

AN ORDINANCE providing for the issue of \$316,000 General Obligation Limited Tax Park Bonds, Series 2014, of the Park District of La Grange, Cook County, Illinois, for the payment of land for parks, for the building, maintaining, improving and protecting of the same and the existing land and facilities of said Park District, to refund outstanding obligations of the Park District and for the payment of the expenses incident thereto, and providing for the levy of a direct annual tax to pay the principal and interest on said bonds.

WHEREAS the Park District of La Grange, Cook County, Illinois (the "*District*"), is a duly organized and existing Park District created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Park District Code of the State of Illinois, and all laws amendatory thereof and supplementary thereto (the "*Act*"); and

WHEREAS the needs of the District require the expenditure of not less than the sum of \$186,000 for the payment of land condemned or purchased for parks, for the building, maintaining, improving, and protecting of the same and the existing land and facilities of the District, and for the payment of the expenses incident thereto (the "*Project*"), all in accordance with the preliminary plans and estimate of cost heretofore approved by the Board of Park Commissioners of the District (the "*Board*") and now on file in the office of the Secretary of the Board; and

WHEREAS the Board finds that it does not have sufficient funds on hand for the purpose aforesaid, and that the cost thereof will be not less than \$186,000, and that it is necessary and for the best interests of the District that it borrow the sum of \$186,000, and issue bonds of the District to evidence the borrowing; and

WHEREAS the District has issued and now has outstanding and unpaid its General Obligation Park Bonds (Alternate Revenue Source), Series 2006 (the "*Outstanding Obligations*"); and

WHEREAS it is necessary and desirable to refund the principal due on December 15, 2014, with respect to the Outstanding Obligations (the "*Refunding*"); and

WHEREAS the Outstanding Obligations are presently outstanding and unpaid and are binding and subsisting legal obligations of the District; and

WHEREAS the Board finds that it does not have sufficient funds on hand for the Refunding, and that the cost thereof, including legal, financial and other expenses, will be not less than \$130,000, and that it is necessary and for the best interests of the District that it borrow the sum of \$130,000 and issue bonds of the District to evidence the borrowing; and

WHEREAS pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the President of the Board, on the 8th day of September, 2014, executed an Order calling a public hearing (the "*Hearing*") for the 6th day of October, 2014, concerning the intent of the Board to sell bonds in the amount of not to exceed \$320,000 for the Project; and

WHEREAS notice of the Hearing was given (i) by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *La Grange Suburban Life*, the same being a newspaper of general circulation in the District, and (ii) by posting at least 72 hours before the Hearing a copy of said notice at the principal office of the Board, which notice was continuously available for public review during the entire 72-hour period preceding the Hearing; and

WHEREAS the Hearing was held on the 6th day of October, 2014, and at the Hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS the Hearing was finally adjourned on the 6th day of October, 2014; and

WHEREAS it is in the best interests of the District to issue bonds in the amount of \$186,000 for the Project and bonds in the amount of \$130,000 for the Refunding, together as one issue of bonds in the aggregate amount of \$316,000; and

WHEREAS, the Board does hereby find and determine that it is authorized at this time to issue bonds in the amount of \$316,000 for the Project and for the Refunding; and

WHEREAS, the Board does hereby find and determine that (a) said bonds shall be issued as limited bonds under the provisions of the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), and (b) upon the issuance of the \$316,000 General Obligation Limited Tax Park Bonds, Series 2014, now proposed to be issued, the aggregate outstanding unpaid bonded indebtedness of the District, including said bonds, will not exceed .575% of the total assessed valuation of all taxable property in the District as last equalized and determined, and pursuant to the provisions of the Debt Reform Act and Section 6-4 of the Act, it is not necessary to submit the proposition of issuing said bonds to the voters of the District for approval:

NOW, THEREFORE, Be It Ordained by the Board of Park Commissioners of the Park District of La Grange, Cook County, Illinois, as follows:

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

Section 2. Authorization. It is hereby found and determined that the District has been authorized by law to borrow the sum of \$316,000 upon the credit of the District and as evidence of such indebtedness to issue bonds of the District in said amount, the proceeds of said bonds to be used for the purpose of paying the costs of the Project and the Refunding; and it is necessary

and for the best interests of the District that there be issued at this time \$316,000 of the bonds so authorized.

Section 3. Bond Details. There be borrowed on the credit of and for and on behalf of the District the sum of \$316,000 for the purposes aforesaid; and that bonds of the District (the “*Bonds*”) shall be issued in said amount and shall be designated “General Obligation Limited Tax Park Bonds, Series 2014.” The Bonds shall be dated November 25, 2014, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$1,000 and authorized integral multiples thereof, and shall be numbered 1 and upward. The Bonds shall become due and payable on December 1, 2015, and shall bear interest at the rate of 1.40% per annum.

The Bonds shall bear interest from their date, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on December 1, 2015. Interest on each Bond shall be paid by check or draft of the Treasurer of the Board, as bond registrar and paying agent (the “*Bond Registrar*”), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on November 15, 2015. The principal of the Bonds shall be payable in lawful money of the United States of America at the office of the Bond Registrar.

The Bonds shall be signed by the President and Secretary of the Board, and shall be countersigned by the Treasurer of the Board, and the seal of the District shall be affixed thereto or printed thereon, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. If the Secretary or the Treasurer of the Board is unable to perform the duties of his or her

respective office, then their duties under this Ordinance shall be performed by the Assistant Secretary or the Assistant Treasurer of the Board, respectively.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar, as authenticating agent of the District, and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 4. Registration of Bonds; Persons Treated as Owners. The District shall cause books for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate office of the Bond Registrar, which is hereby constituted and appointed the registrar of the District. The District is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the District for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the District shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any

fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the District of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on November 15, 2015 and ending at the opening of business on December 1, 2015.

The person in whose name any Bond 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 Bond 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 Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the District or the Bond 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 Bonds.

Section 5. Form of Bond. The Bonds shall be in substantially the following form; *provided, however*, that if the text of any Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend "See Reverse Side for Additional Provisions" shall be omitted from such Bond and paragraphs [6] through [9] shall be inserted immediately after paragraph [1] thereof:

[Form of Bond - Front Side]

REGISTERED
NO. 1

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

PARK DISTRICT OF LA GRANGE

GENERAL OBLIGATION LIMITED TAX PARK BOND, SERIES 2014

See Reverse Side for
Additional Provisions

Interest
Rate: ____%

Maturity
Date: December 1, 2015

Dated
Date: November 25, 2014

Registered Owner: HINSDALE BANK & TRUST COMPANY, HINSDALE, ILLINOIS

Principal Amount: _____ THOUSAND DOLLARS

[1] KNOW ALL MEN BY THESE PRESENTS, that the Park District of La Grange, Cook County, Illinois (the "District"), hereby acknowledges itself to owe and for value received promises to pay 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 Dated Date identified above at the Interest Rate per annum set forth above on December 1, 2015, and until said Principal Amount is paid. Principal of this Bond is payable in lawful money of the United States of America upon presentation and surrender hereof at the office of the Treasurer of the Board of Park Commissioners of the District, as bond registrar and paying agent (the "Bond Registrar"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Bond Registrar at the close of business on November 15, 2015 and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the

United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

[2] Reference is hereby made to the further provisions of this Bond 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 Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity. Although this Bond constitutes a general obligation of the District and no limit exists on the rate of said direct annual tax, the amount of said tax is limited by the provisions of the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Law*"). The Law provides that the annual amount of the taxes to be extended to pay the issue of Bonds of which this Bond is one and all other limited bonds (as defined in the Local Government Debt Reform Act of the State of Illinois, as amended) heretofore and hereafter issued by the District shall not exceed the debt service extension base (as defined in the Law) of the District (the "*Base*"). Payments on the Bonds from the Base will be made on a parity with the payments on the outstanding limited bonds heretofore issued by the District. The District is authorized to issue from time to time additional limited bonds payable from the Base, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the District's limited bonds.

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

[5] IN WITNESS WHEREOF, said Park District of La Grange, Cook County, Illinois, by its Board of Park Commissioners, has caused this Bond to be signed by the President and Secretary of said Board of Park Commissioners, and to be countersigned by the Treasurer thereof, and has caused the seal of the District to be affixed hereto or printed hereon, all as of the Dated Date identified above.

President, Board of Park Commissioners,

[SEAL]

Secretary, Board of Park Commissioners,

Countersigned:

Treasurer, Board of Park Commissioners,

Date of Authentication: _____, 20__

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
Treasurer, Board of Park Commissioners,
Park District of La Grange,
Cook County, Illinois

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Limited Tax Park Bonds, Series 2014, of the Park District of La Grange, Cook County, Illinois.

By _____
Treasurer, Board of Park Commissioners,
as Bond Registrar

[Form of Bond - Reverse Side]

PARK DISTRICT OF LA GRANGE

COOK COUNTY, ILLINOIS

GENERAL OBLIGATION LIMITED TAX PARK BOND, SERIES 2014

[6] This Bond is issued by the District for (i) the payment of land condemned or purchased for parks, for the building, maintaining, improving, and protecting of the same and the existing land and facilities of the District, and for the payment of the expenses incident thereto and (ii) refunding certain principal to become due on the presently outstanding and unpaid General Obligation Park Bonds (Alternate Revenue Source), Series 2006, of the District. This Bond is issued pursuant to and in all respects in full compliance with the provisions of the Park District Code of the State of Illinois, the Park District Refunding Bond Act of the State of Illinois, and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by the Board of Park Commissioners of the District by an ordinance duly and properly adopted for that purpose, in all respects as provided by law.

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

[8] The Bonds are issued in fully registered form in the denomination of \$1,000 each or authorized integral multiples thereof. This Bond may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized

denominations, upon the terms set forth in the authorizing ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on November 15, 2015 and ending at the opening of business on December 1, 2015.

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

(FORM OF ASSIGNMENT)

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

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

as attorney to transfer the said Bond 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 Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. Sale of Bonds. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer of the Board, and be by said Treasurer delivered to Hinsdale Bank & Trust Company, Hinsdale, Illinois, the purchaser thereof (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being par; the contract for the sale of the Bonds heretofore entered into (the "*Purchase Contract*") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the District and that no person holding any office of the District, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Term Sheet and any final Term Sheet relating to the Bonds (the "*Term Sheet*") is hereby ratified, approved and authorized; the execution and delivery of the Term Sheet is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Term Sheet, the Term Sheet and the Bonds.

Section 7. Tax Levy. In order to provide for the collection of a direct annual tax to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the District a direct annual tax for each of the years while the Bonds or any of them are outstanding, and that

there be and there is hereby levied upon all of the taxable property in the District, the following direct annual tax, to-wit:

FOR THE YEAR

A TAX TO PRODUCE THE SUM OF:

2014

\$320,000.18

for principal and interest up to and including December 1, 2015 (net of the amount deposited in the hereinafter defined Bond Fund)

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the District, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The District covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remain outstanding, the District will take no action or fail to take any action which in any way would adversely affect the ability of the District to levy and collect the foregoing tax levy; and the District and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended, and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds.

Section 8. Filing of Ordinance. Forthwith upon the passage of this Ordinance, the Secretary of the Board is hereby directed to file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, and it shall be the duty of said County Clerk to in and for the year 2014 ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the District in connection with other taxes levied in said year for general park purposes, in order to raise the amount aforesaid and in said year such annual tax shall be computed, extended and collected in

the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general park purposes of the District, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated "Park Bond and Interest Fund of 2014" (the "*Bond Fund*"), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

Section 9. Limitation on Extension; General Obligation Pledge; Additional Obligations. Notwithstanding any other provision of this Ordinance, the annual amount of the taxes to be extended by the County Clerk to pay the Bonds and all other limited bonds (as defined in the Debt Reform Act) heretofore and hereafter issued by the District shall not exceed the debt service extension base (as defined in the Property Tax Extension Limitation Law of the State of Illinois, as amended) of the District (the "*Base*").

No limit, however, exists on the rate of the direct annual tax levied herein, and the Bonds shall constitute a general obligation of the District.

Payments on the Bonds from the Base will be made on a parity with the payments on the District's outstanding General Obligation Limited Tax Park Bonds, Series 2013. The District is authorized to issue from time to time additional limited bonds payable from the Base, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the District's limited bonds.

Section 10. Use of Bond Proceeds. Accrued interest received, if any, on the delivery of the Bonds is hereby appropriated for the purpose of paying first interest due on the Bonds and is hereby ordered deposited into the Bond Fund. At the time of delivery of the Bonds, there shall be credited to the Bond Fund, the sum of \$497.55 derived from funds of the District on hand and lawfully available therefor. Principal proceeds of the Bonds are hereby appropriated for the purpose of the Refunding, and the remainder of the principal proceeds of the Bonds are hereby

appropriated for the purpose of paying the cost of the Project and the payment of the costs of issuance of the Bonds and are hereby ordered deposited into the Capital Improvement Account of the District (the "*Project Fund*").

Section 11. Non-Arbitrage and Tax-Exemption. One purpose of this Section is to set forth various facts regarding the Bonds and to establish the expectations of the Board and the District as to future events regarding the Bonds and the use of Bond proceeds. The certifications, covenants and representations contained herein and at the time of the Closing are made on behalf of the District for the benefit of the owners from time to time of the Bonds. In addition to providing the certifications, covenants and representations contained herein, the District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the hereinafter defined Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue Service (the "*IRS*") of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the District may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination. The Board and the District certify, covenant and represent as follows:

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

"*Affiliated Person*" means any Person that (a) at any time during the six months prior to the execution and delivery of the Bonds, (i) has more than five percent of the voting power of the governing body of the District in the aggregate vested in its directors,

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

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

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

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

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

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

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

(a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or

(b) to require the use of funds or assets of a Controlled Entity for any purpose.

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

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

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

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

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

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

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

“*Gross Proceeds*” means amounts in the Bond Fund, the Project Fund and amounts used to pay the Refunded Bonds.

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

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

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

“*Prior Bond Fund*” means the fund or funds established in connection with the issuance of the Prior Bonds to pay the debt service on the Prior Bonds.

“*Prior Bond Proceeds*” means amounts actually or constructively received from the sale of the Refunded Bonds, including (a) amounts used to pay underwriters’ discount or compensation and accrued interest, other than accrued interest for a period not greater than one year before the Refunded Bonds were issued but only if it is to be paid within

one year after the Refunded Bonds were issued and (b) amounts derived from the sale of any right that is part of the terms of a Refunded Bond or is otherwise associated with a Refunded Bond (e.g., a redemption right).

“Prior Bonds” means the District’s outstanding issues being refunded by the Bonds, as more particularly described in the preambles hereof.

“Prior Project” means the facilities financed, directly or indirectly with the proceeds of the Prior Bonds.

“Private Business Use” means any use of the Project or the Prior Project by any Person other than a state or local government unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Project or the Prior Project on the same basis as the general public. Private Business Use includes any formal or informal arrangement with any person other than a state or local governmental unit that conveys special legal entitlements to any portion of the Project or the Prior Project that is available for use by the general public or that conveys to any person other than a state or local governmental unit any special economic benefit with respect to any portion of the Project or the Prior Project that is not available for use by the general public.

“Project Portion of the Bonds” means that portion of the Bonds to be used for the Project.

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

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

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

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

“*Refunded Bonds*” means those certain Prior Bonds being refunded by the Bonds.

“*Refunding Portion of the Bonds*” means that portion of the Bonds to be used for the refunding of the Refunded Bonds.

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

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

“*Reserve Portion of the Bond Fund*” means the portion of the Bond Fund funded in excess of the amount of debt service payable each year.

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

“*Transferred Proceeds*” means amounts actually or constructively received from the sale of the Prior Bonds, plus investment earnings thereon, which have not been spent prior to the date principal on the Refunded Bonds is discharged by the Refunding Portion of the Bonds.

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

“*Yield Reduction Payment*” means a rebate payment or any other amount paid to the United States in the same manner as rebate amounts are required to be paid or at such other time or in such manner as the IRS may prescribe that will be treated as a reduction in Yield of an investment under the Regulations.

2.1. *Purpose of the Bonds.* The Bonds are being issued solely and exclusively to finance the Project and to refund the Refunded Bonds, each in a prudent manner consistent with the revenue needs of the District. A breakdown of the sources and uses of funds is set forth in the preceding Section of this Ordinance. Except to pay for any accrued interest on the Bonds used to pay first interest due on the Bonds, no proceeds of the Bonds will be used more than 90 days after the date of issue of the Bonds for the

purpose of paying any principal or interest on any issue of bonds, notes, certificates or warrants or on any installment contract or other obligation of the District or for the purpose of replacing any funds of the District used for such purpose.

2.2. *The Project — Binding Commitment and Timing.* The District has incurred or will, within six months of the Closing, incur a substantial binding obligation (not subject to contingencies within the control of the District or any member of the same Controlled Group as the District) to a third party to expend at least five percent of the Net Sale Proceeds of the Project Portion of the Bonds on the Project. It is expected that the work of acquiring and constructing the Project and the expenditure of amounts deposited into the Project Fund will continue to proceed with due diligence through November 25, 2017, at which time it is anticipated that all Sale Proceeds of the Project Portion of the Bonds and investment earnings thereon will have been spent.

2.3. *Reimbursement.* With respect to expenditures for the Project paid within the 60 day period ending on this date and with respect to which no declaration of intent was previously made, the District hereby declares its intent to reimburse such expenditures and hereby allocates Sale Proceeds in the amount indicated in the Treasurer's Receipt to be delivered in connection with the issuance of the Bonds to reimburse said expenditures. Otherwise, none of the Sale Proceeds or investment earnings thereon will be used for Reimbursed Expenditures.

2.4. *Working Capital.* All Sale Proceeds and investment earnings thereon will be used, directly or indirectly, to finance Capital Expenditures or to pay principal of, interest on and redemption premium, if any, on the Refunded Bonds, other than the following:

(a) an amount not to exceed five percent of the Sale Proceeds of the Project Portion of the Bonds for working capital expenditures directly related to Capital Expenditures financed by the Bonds;

(b) payments of interest on the Bonds to the extent allocable to the Project Portion of the Bonds for a period commencing at Closing and ending on the later of the date three years after Closing or one year after the date on which the Project is Placed-in-Service and interest on the Bonds to the extent allocable to the Refunding Portion of the Bonds for the period commencing at Closing and ending on the date one year after the date on which the Prior Project is Placed-in-Service;

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

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

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

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

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

2.6. *Payments to District or Related Persons.* The District acknowledges that if Sale Proceeds or investment earnings thereon are transferred to or paid to the District or any member of the same Controlled Group as the District, those amounts will not be treated as having been spent for federal income tax purposes. However, Sale Proceeds or investment earnings thereon will be allocated to expenditures for federal income tax purposes if the District uses such amounts to reimburse itself for amounts paid to persons other than the District or any member of the same Controlled Group as the District, *provided* that the original expenditures were paid on or after Closing, and *provided* that the original expenditures were not otherwise paid out of Sale Proceeds or investment earnings thereon or the proceeds of any other borrowing. In addition, investment earnings may be allocated to expenditures to the extent provided in paragraph 2.4(f) of this Section. Any Sale Proceeds or investment earnings thereon that are transferred to or paid to the District or any member of the same Controlled Group as the District will remain Sale Proceeds or investment earnings thereon, and thus Gross Proceeds, until such amounts are allocated to expenditures for federal income tax purposes. If the District does not allocate any such amounts to expenditures for the Project or other expenditures permitted under this Ordinance, any such amounts will be allocated for federal income tax purposes to the next expenditures, not otherwise paid out of Sale Proceeds or investment earnings thereon or the proceeds of any other borrowing, for interest on the Bonds prior to the later of the date three years after Closing or one year after the date on which the Project is Placed-in-Service. The District will consistently follow this accounting method for federal income tax purposes.

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

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

Project Fund and the Bond Fund have not been earmarked or restricted by the Board for a designated purpose.

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

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

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

2.10. *IRS Audits.* The District represents that the IRS has not contacted the District regarding the Prior Bonds or any other obligations issued by or on behalf of the District. To the best of the knowledge of the District, no such obligations of the District are currently under examination by the IRS.

2.11. *Abusive Transactions.* Neither the District nor any member of the same Controlled Group as the District will receive a rebate or credit resulting from any payments having been made in connection with the issuance of the Bonds or the current refunding of the Refunded Bonds.

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

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

(c) Principal of and interest on the Bonds will be paid from the Bond Fund.

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

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

(f) The Bonds will be allocated between the Refunding Portion of the Bonds and the Project Portion of the Bonds based on the percentages of the issue price allocable to each portion. Allocation of specific maturities to each portion will be made at such time as is necessary.

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

The District will levy taxes to produce an amount sufficient to pay all principal of and interest on the Bonds in each bond year. To minimize the likelihood of an insufficiency, the amount extended to pay the Bonds may in most years be in excess of the amount required to pay principal and interest within one year of collection. This over-collection (if any) may cause the Bond Fund as a whole to fail to function as a bona fide debt service fund. Nevertheless, except for the Reserve Portion of the Bond Fund, the Bond Fund will be depleted each year as described above. The Reserve Portion of the Bond Fund will constitute a separate account not treated as part of the bona fide debt service fund. The Reserve Portion of the Bond Fund is subject to yield restriction requirements except as it may otherwise be expected as provided in 5.2 below. It is also subject to rebate requirements.

3.3. *The Prior Bonds.* (a) As of the earlier of (i) the time of the Closing or (ii) the date three years after the Prior Bonds were issued, all Prior Bond Proceeds, including investment earnings thereon, were completely spent to pay the costs of Capital Expenditures.

(b) As of the date hereof, no Prior Bond Proceeds or money or property of any kind (including cash) is on deposit in any fund or account, regardless of where held or the source thereof, with respect to the Prior Bonds or any credit enhancement or liquidity device relating to the foregoing, or is otherwise restricted to pay the District's obligations.

(c) The Prior Bond Fund was used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Prior Bonds in each bond year. The Prior Bond Fund was depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (i) the earnings on the investment of moneys in such account for the immediately preceding bond year or (ii) one-twelfth (1/12th) of the principal and interest payments on the Prior Bonds.

(d) At the time the Prior Bonds were issued, the District reasonably expected to spend at least 85% of the proceeds (including investment earnings) of the Prior Bonds to be used for non-refunding purposes for such purposes within three years of the date the Prior Bonds were issued and such proceeds were so spent. Not more than 50% of the proceeds of the Prior Bonds to be used for non-refunding purposes was invested in investments having a Yield that was substantially guaranteed for four years or more.

(e) The Refunded Bonds do not include, directly or indirectly in a series, any advance refunding obligations.

(f) The District has not been notified that the Prior Bonds or any obligations refunded by the Prior Bonds are under examination by the IRS, and to the best of the District's knowledge neither the Prior Bonds nor any obligations refunded by the Prior Bonds is under examination by the IRS.

(g) The District acknowledges that (i) the final rebate payment with respect to the Prior Bonds may be required to be made sooner than if the refunding had not occurred and (ii) the final rebate is due 60 days after the Prior Bonds are paid in full.

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

(i) Sale Proceeds;

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

(iii) Transferred Proceeds;

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

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

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

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

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

(c) The term of the Bonds is not longer than is reasonably necessary for the governmental purposes of the Bonds. The average reasonably expected economic life of the Project is at least 2 years, and the average reasonably expected remaining economic life of the Prior Project is at least 10 years. The weighted average maturity of the Bonds does not exceed ___ years and does not exceed 120 percent of the average reasonably expected economic life of the Project or the Prior Project. The maturity schedule of the Bonds (the "*Principal Payment Schedule*") is based on an analysis of revenues expected to be available to pay debt service on the Bonds. The Principal Payment Schedule is not more rapid (*i.e.*, having a lower average maturity) because a more rapid schedule would place an undue burden on tax rates and cause such rates to be increased beyond prudent levels, and would be inconsistent with the governmental purpose of the Bonds as set forth in paragraph 2.1 hereof.

3.5. *Final Allocation of Proceeds.* Subject to the requirements of this Section, including those concerning working capital expenditures in paragraph 2.4, the District may generally use any reasonable, consistently applied accounting method to account for

Gross Proceeds, investments thereon, and expenditures. The District must account for the final allocation of proceeds of the Project Portion of the Bonds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the property with respect to which the expenditure is made is Placed-in-Service. This allocation must be made in any event by the date 60 days after the fifth anniversary of the issue date of the Bonds or the date 60 days after the retirement of the Bonds, if earlier.

Reasonable accounting methods for allocating funds include any of the following methods if consistently applied: a specific tracing method; a Gross Proceeds spent first method; a first-in, first-out method, or a ratable allocation method. The District may also reallocate proceeds of the Bonds from one expenditure to another until the end of the period for final allocation, discussed above. Unless the District has taken an action to use a different allocation method by the end of the period for a final allocation, proceeds of the Bonds will be treated as allocated to expenditures using the specific tracing method.

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

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

4.3. Records. The District agrees to keep and retain or cause to be kept and retained for the period described in paragraph 7.9 adequate records with respect to the investment of all Gross Proceeds and amounts in the Rebate Fund. Such records shall include: (a) purchase price; (b) purchase date; (c) type of investment; (d) accrued interest paid; (e) interest rate; (f) principal amount; (g) maturity date; (h) interest payment date; (i) date of liquidation; and (j) receipt upon liquidation.

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

4.4. *Fair Market Value; Certificates of Deposit and Investment Agreements.* The District will continuously invest all amounts on deposit in the Rebate Fund, together with the amounts, if any, to be transferred to the Rebate Fund, in any investment permitted under this Ordinance. In making investments of Gross Proceeds or of amounts in the Rebate Fund, the District shall take into account prudent investment standards and the date on which such moneys may be needed. Except as provided in the next sentence, all amounts that constitute Gross Proceeds and all amounts in the Rebate Fund shall be invested at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States purchased directly from the United States. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary.

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

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

(b) Investments in GICs shall be made only if

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

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

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

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

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

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

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

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

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

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

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

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

(i) a copy of the GIC;

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

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

(iv) the bid solicitation form and, if the terms of the GIC deviated from the bid solicitation form or a submitted bid is modified, a brief

statement explaining the deviation and stating the purpose for the deviation.

Moneys to be rebated to the United States shall be invested to mature on or prior to the anticipated rebate payment date. All investments made with Gross Proceeds or amounts in the Rebate Fund shall be bought and sold at fair market value. The fair market value of an investment is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction. Except for investments specifically described in this Section and United States Treasury obligations that are purchased directly from the United States Treasury, only investments that are traded on an established securities market, within the meaning of regulations promulgated under Section 1273 of the Code, will be purchased with Gross Proceeds. In general, an "established securities market" includes: (i) property that is listed on a national securities exchange, an interdealer quotation system or certain foreign exchanges; (ii) property that is traded on a Commodities Futures Trading Commission designated board of trade or an interbank market; (iii) property that appears on a quotation medium; and (iv) property for which price quotations are readily available from dealers and brokers. A debt instrument is not treated as traded on an established market solely because it is convertible into property which is so traded.

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

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

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

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

4.6. *Small Issuer Exception.* (a) The District is a governmental unit that has the power to impose a tax or to cause another entity to impose a tax of general applicability that, when collected, may be used for the governmental purposes of the District. The power to impose such tax is not contingent on approval by another governmental unit; a tax of general applicability is one that is not limited to a small number of persons. The District is not subject to Control by any other governmental unit or political subdivision. None of the Bonds is or will be a “private activity bond” (as defined in Section 141 of the Code). Ninety-five percent or more of the Sale Proceeds and investment earnings thereon will be used for local governmental activities of the District. None of the District, any entity that issues tax-exempt bonds, qualified tax credit bonds or direct pay bonds on behalf of the District or any entity subject to Control by the District will issue, during the calendar year 2014, any tax-exempt bonds (other than current refunding bonds to the extent of the aggregate face amount of the tax exempt bonds currently refunded thereby), qualified tax credit bonds or direct pay bonds in an aggregate face amount in excess of the *maximum aggregate face amount* (as hereinafter defined). As used herein, (a) “*tax-exempt bonds*” means obligations of any kind, the interest on which is excludable from gross income of the holders or owners thereof for federal income tax purposes pursuant to Section 103 of the Code but not including (i) “private activity bonds” (as defined in Section 141 of the Code) or (ii) obligations issued to refund another obligation if it is issued not more than 90 days before the redemption of the refunded obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation, (b) “*aggregate face amount*” means, if an issue has more than a De minimis Amount of Original Issue Discount or Premium, the issue price of the issue and otherwise means the principal amount of the issue, (c) “*maximum aggregate face amount*” means \$5,000,000, (d) “*qualified tax credit bonds*” means any qualified tax credit bond (as defined in Section 54A(d) of the Code) or any “build America bond” that is not a qualified bond under Section 6431 of the Code and (e) “*direct pay bonds*” means any bond treated as a qualified bond as defined in Section 6431 of the Code. As of the date hereof, no tax-exempt bonds, qualified tax credit bonds, direct pay bonds or other obligations subject to arbitrage restrictions (other than the Bonds) have been issued by the District, any entity that issues bonds on behalf of the District or any entity subject to Control by the District during the calendar year 2014. The District does not reasonably expect that it, any entity that issues bonds on behalf of the District or any entity subject to Control by the District (including but not limited to the District) will issue any tax-exempt bonds, qualified tax credit bonds, direct pay bonds or other obligations subject to arbitrage restrictions within calendar year 2014. Therefore, subject to compliance with all the terms and provisions of this paragraph 4.6, the District is excepted from the required rebate of arbitrage profits on the Project Portion of the Bonds under Section 148(f)(4)(D) of the Code and from the terms and provisions of this Ordinance that need only be complied with if the District is subject to the arbitrage rebate requirement.

(b) The average maturity of the Refunding Portion of the Bonds exceeds the remaining average maturity of the Refunded Bonds.

(c) The Refunding Portion of the Bonds will be treated as a separate issue that is not exempt from rebate because of the small issuer exception to rebate pursuant to Section 148(f)(4)(D)(V) of the Code. However, the District expects that at least 95% of the proceeds of the Bonds allocable to the Refunding Portion of the Bonds will be expended within six months from the date of Closing and that 100 percent of the proceeds of the Bonds will be expended within one year from the date of Closing. Accordingly, the District expects that the Refunding Portion of the Bonds will be exempt from Rebate as a result of the six month spending exception. The District will monitor expenditures to determine if the six month expenditure test is met. If it is not met, the District will rebate arbitrage profits on the Refunding Portion of the Bonds.

5.1. *Issue Price.* For purposes of determining the Yield on the Bonds, the purchase price of the Bonds is equal to the price being paid to the District by the Purchaser. The Purchaser is buying the Bonds as an investment for its own account with no intention to resell the Bonds. The purchase price of each of the Bonds is not less than the fair market value of the Bond as of the date the Purchaser agreed to buy the Bonds.

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

The following may be invested without Yield restriction:

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

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

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

(iv) amounts used to pay the Refunded Bonds until the earlier to occur of 90 days of Closing or the date of final payment of debt service to be made from Bond Proceeds on the Refunded Bonds;

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

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

(iii) amounts in the Rebate Fund;

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

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

5.3. *Continuing Nature of Yield Limits.* Except as provided in paragraph 7.10 hereof, once moneys are subject to the Yield limits of paragraph 5.2 hereof, such moneys remain Yield restricted until they cease to be Gross Proceeds.

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

5.5. *Investments After the Expiration of Temporary Periods, Etc.* Any amounts that are subject to the yield limitation in Section 5.2 because Section 5.2(a) is not applicable and amounts not subject to yield restriction only because they are described in Section 5.2(b) cannot be invested in (i) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code) or (ii) investments constituting obligations of or guaranteed, directly or indirectly, by the United States (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (*e.g.*, Refcorp Strips)).

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

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

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

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

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

6.3. *Bank Qualification.* (a) The District hereby designates each of the Bonds as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the District hereby certifies that (i) none of the Bonds will be at anytime a "private activity bond" (as defined in Section 141 of the Code), (ii) as of the date hereof in calendar year 2014, other than the Bonds, no tax-exempt obligations of any kind have been issued (x) by or on behalf of the District, (y) by other issuers, any of the proceeds of which have been or will be used to make any loans to the District or (z) any portion of which has been allocated to the District for purposes of Section 265(b) of the Code and (iii) not more than \$10,000,000 of

obligations of any kind (including the Bonds) issued (x) by or on behalf of the District, (y) by other issuers any of the proceeds of which have been or will be used to make any loans to the District or (z) any portion of which has been allocated to the District for purposes of Section 265(b) of the Code during calendar year 2014 will be designated for purposes of Section 265(b)(3) of the Code.

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

(c) On the date hereof, the District does not reasonably anticipate that for calendar year 2014 it will issue, have another entity issue on behalf of the District, borrow the proceeds of or have allocated to the District for purposes of Section 265(b) of the Code more than \$10,000,000 Section 265 Tax-Exempt Obligations (including the Bonds). "*Section 265 Tax-Exempt Obligations*" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, *except for* private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code. The District will not, in calendar year 2014 issue, permit the issuance on behalf of it or by any entity subject to Control by the District (which may hereafter come into existence), borrow the proceeds of or have allocated to it for purposes of Section 265(b) of the Code Section 265 Tax-Exempt Obligations (including the Bonds) that exceed the aggregate amount of \$10,000,000 during calendar year 2014 unless it first obtains an opinion of Bond Counsel to the effect that such issuance, borrowing or allocation will not adversely affect the treatment of the Bonds as "qualified tax-exempt obligations" for the purpose and within the meaning of Section 265(b)(3) of the Code.

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

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

7.2. Separate Issue. Since a date that is 15 days prior to the date of sale of the Bonds by the District to the Purchaser, neither the District nor any member of the same Controlled Group as the District has sold or delivered any tax-exempt obligations other than the Bonds that are reasonably expected to be paid out of substantially the same source of funds as the Bonds. Neither the District nor any member of the same Controlled Group as the District will sell or deliver within 15 days after the date of sale of the Bonds any tax-exempt obligations other than the Bonds that are reasonably expected to be paid out of substantially the same source of funds as the Bonds.

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

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

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

7.5. *Final Maturity.* The period between the date of Closing and the final maturity of the Bonds is not more than 10-1/2 years.

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

7.7. *First Amendment.* The District acknowledges and agrees that it will not use, or allow the Project or the Prior Project to be used, in a manner which is prohibited by the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America or by any comparable provisions of the Constitution of the State of Illinois.

7.8. *Future Events.* The District acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate

requirements from those set forth herein. The District shall promptly contact Bond Counsel if such changes do occur.

7.9. Records Retention. The District agrees to keep and retain or cause to be kept and retained sufficient records to support the continued exclusion of the interest paid on the Bonds from federal income taxation, to demonstrate compliance with the covenants in this Ordinance and to show that all tax returns related to the Bonds submitted or required to be submitted to the IRS are correct and timely filed. Such records shall include, but are not limited to, basic records relating to the Bond transaction (including this Ordinance and the Bond Counsel opinion); documentation evidencing the expenditure of Bond proceeds; documentation evidencing the use of Bond-financed property by public and private entities (*i.e.*, copies of leases, management contracts and research agreements); documentation evidencing all sources of payment or security for the Bonds; and documentation pertaining to any investment of Bond proceeds (including the information required under paragraphs 4.3 and 4.4 hereof and in particular information related to the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts and documentation of any bidding procedure related thereto and any fees paid for the acquisition or management of investments and any rebate calculations). Such records shall be kept for as long as the Bonds are outstanding, plus three (3) years after the later of the final payment date of the Bonds or the final payment date of any obligations or series of obligations issued to refund directly or indirectly all or any portion of the Bonds.

7.10. Permitted Changes; Opinion of Bond Counsel. The Yield restrictions contained in paragraph 5.2 hereof or any other restriction or covenant contained herein need not be observed or may be changed if such nonobservance or change will not result in the loss of any exemption for the purpose of federal income taxation to which interest on the Bonds is otherwise entitled and the District receives an opinion of Bond Counsel to such effect. Unless the District otherwise directs, such opinion shall be in such form and contain such disclosures and disclaimers as may be required so that such opinion will not be treated as a covered opinion or a state or local bond opinion for purposes of Treasury Department regulations governing practice before the IRS (Circular 230) 31 C.F.R. pt. 10.

7.11. Excess Proceeds. Gross Proceeds allocable to the Refunding Portion of the Bonds and investment earnings thereon and all unspent Prior Bond Proceeds as of the date of Closing and investment earnings thereon do not exceed by more than one percent of the Sale Proceeds of the Bonds allocable to the Refunding Portion of the Bonds the amount that will be used for:

- (i) payment of principal of or interest or call premium on the Refunded Bonds;
- (ii) payment of pre-issuance accrued interest on the Refunding Portion of the Bonds and interest on the Refunding Portion of the Bonds that accrues for a

period up to the completion date of any capital project for which the prior issue was issued, plus one year;

(iii) payment of cost of issuance of the Refunding Portion of the Bonds;

(iv) payment of administrative costs allocable to repaying the Refunded Bonds, carrying and repaying the Refunding Portion of the Bonds or investments of the Refunding Portion of the Bonds;

(v) Prior Bond Proceeds that will be used or maintained for the governmental purpose of the Refunded Bonds; and

(vi) interest on purpose investments.

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

7.13. *Expectations.* The Board has reviewed the facts, estimates and circumstances in existence on the date of issuance of the Bonds. Such facts, estimates and circumstances, together with the expectations of the District as to future events, are set forth in summary form in this Section. Such facts and estimates are true and are not incomplete in any material respect. On the basis of the facts and estimates contained herein, the District has adopted the expectations contained herein. On the basis of such facts, estimates, circumstances and expectations, it is not expected that Sale Proceeds, investment earnings thereon or any other moneys or property will be used in a manner that will cause the Bonds to be arbitrage bonds within the meaning of the Rebate Provisions and the Regulations. Such expectations are reasonable and there are no other facts, estimates and circumstances that would materially change such expectations.

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

The Board hereby authorizes the officials of the District responsible for issuing the Bonds, the same being the President, Secretary and Treasurer of the Board, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the District and the Board further agree:

(a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

Section 12. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 13. Duties of Bond Registrar. If requested by the Bond Registrar, the President and Secretary of the Board are authorized to execute the Bond Registrar's standard form of agreement between the District and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;

(c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(d) to furnish the District at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(e) to furnish the District at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 14. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repeal All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted: November 17, 2014.

President, Board of Park Commissioners

Attest:

Secretary, Board of Park Commissioners

[SEAL]

Park Commissioner _____ moved and Park Commissioner _____ seconded the motion that said ordinance as presented and read by title be adopted.

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

Upon the roll being called, the following Park Commissioners voted AYE: _____

_____ .

The following Park Commissioners voted NAY: _____ .

Whereupon the President declared the motion carried and said ordinance adopted, approved and signed the same in open meeting, and directed the Secretary to record the same in full in the records of the Board of Park Commissioners of the Park District of La Grange, Cook County, Illinois, which was done.

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

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

Secretary, Board of Park Commissioners

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioners of the Park District of La Grange, Cook County, Illinois (the "Board"), and as such official am the keeper of the records and files of the Board.

I further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 17th day of November, 2014, insofar as the same relates to the adoption of Ordinance No. _____ entitled:

AN ORDINANCE providing for the issue of \$316,000 General Obligation Limited Tax Park Bonds, Series 2014, of the Park District of La Grange, Cook County, Illinois, for the payment of land for parks, for the building, maintaining, improving and protecting of the same and the existing land and facilities of said Park District, to refund outstanding obligations of the Park District and for the payment of the expenses incident thereto, and providing for the levy of a direct annual tax to pay the principal and interest on said bonds.

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 were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said Park District, this 17th day of November, 2014.

Secretary, Board of Park Commissioners

(SEAL)

[Attach Exhibit A]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such official I do further certify that on the ____ day of November, 2014, there was filed in my office a duly certified copy of Ordinance No. ____ entitled:

AN ORDINANCE providing for the issue of \$316,000 General Obligation Limited Tax Park Bonds, Series 2014, of the Park District of La Grange, Cook County, Illinois, for the payment of land for parks, for the building, maintaining, improving and protecting of the same and the existing land and facilities of said Park District, to refund outstanding obligations of the Park District and for the payment of the expenses incident thereto, and providing for the levy of a direct annual tax to pay the principal and interest on said bonds.

duly adopted by the Board of Park Commissioners of the Park District of La Grange, Cook County, Illinois, on the 17th day of November, 2014, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County, this ____ day of November, 2014.

County Clerk of The County of Cook, Illinois

(SEAL)

MINUTES of a regular public meeting of the Board of Park Commissioners of the Park District of La Grange, Cook County, Illinois, held in the DeSitter Room at the Administrative Office, 536 East Avenue, La Grange, Illinois, in said Park District, at 7:00 o'clock P.M., on the 17th day of November, 2014.

* * *

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

Upon the roll being called, Mary Ellen Penicook, the President, and the following Park Commissioners were physically present at said location: _____

The following Park Commissioners were allowed by a majority of the members of the Board of Park Commissioners in accordance with and to the extent allowed by rules adopted by the Board of Park Commissioners to attend the meeting by video or audio conference: _____

No Park Commissioner was not permitted to attend the meeting by video or audio conference.

The following Park Commissioners were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The President announced that a proposal had been received from Hinsdale Bank & Trust Company, Hinsdale, Illinois for the purchase of the District's non-referendum general obligation limited tax park bonds to be issued by the District pursuant to Section 6-4 of the Park District Code and that the Board of Park Commissioners would consider the adoption of an ordinance providing for the issue of said bonds and the levy of a direct annual tax to pay the principal and interest thereon.

Whereupon Park Commissioner _____ presented and the Secretary read by title an ordinance as follows, a copy of which was provided to each Park Commissioner prior to said meeting and to everyone in attendance at said meeting who requested a copy:

OFFICIAL BID FORM

A Professional Corporation
175 E. Hawthorn Parkway, Suite 145
Vernon Hills, Illinois 60061
www.ancelglink.com

Adam B. Simon
asimon@ancelglink.com
(P) 847.856.5440
(F) 847.247.7405

Board of Park Commissioners
Park District of La Grange
536 East Avenue
La Grange, Illinois 60525

Ladies and Gentlemen:

Subject to the provisions of your letter dated October 16, 2014, we offer to purchase \$320,000 General Obligation Limited Tax Park Bonds, Series 2014, dated November 25, 2014, and maturing December 1, 2015, at the following rate per annum:

<u>Amount</u>	<u>Maturity</u>	<u>Rate</u>
\$320,000	December 1, 2015	<u>1.40</u> %

We acknowledge the principal amount of the Bonds may be reduced prior to the date of closing as a result of the interest rate offered in consideration of the amount of principal and interest due on December 1, 2015. The District will consider whether the aggregate debt service is no more than the District's available Debt Service Extension Base, which for tax year 2014 is \$320,000.19.

Total Interest Cost Computed from November 25, 2014
Deduct: Premium (if any)
Net Interest Cost
Net Interest Rate

\$ 4554.67
\$ 0.00
\$ 4554.67
1.40 %

Respectfully submitted:

Bank: ~~Wintrust Government Funds~~ : Hinsdale Bank + Trust Company

By: Steven Trout
Name: Steven Trout
Title: Vice President / Municipal Lending

ACCEPTED: November 17, 2014

**BOARD OF PARK COMMISSIONERS
PARK DISTRICT OF LA GRANGE**

By: _____
Mary Ellen Penicook, President
Board of Park Commissioners

By: _____
Dean Bissias, Secretary
Board of Park Commissioners

THE PARK DISTRICT OF LA GRANGE

ORDINANCE 14-09

AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY DEBT SERVICE ON GENERAL OBLIGATION PARK BONDS (ALTERNATE REVENUE SOURCE), SERIES 2006, OF THE PARK DISTRICT OF LA GRANGE, COOK COUNTY, ILLINOIS.

ADOPTED BY THE
BOARD OF COMMISSIONERS
OF THE
PARK DISTRICT OF LA GRANGE
THIS 17TH DAY OF NOVEMBER 2014

Published in pamphlet form by authority of the Board of Commissioners of the Park District of La Grange, Cook County, Illinois, this 17th day of November 2014.

ORDINANCE NO. 14-09

AN ORDINANCE abating the taxes heretofore levied for the year 2014 to pay debt service on General Obligation Bonds (Alternate Revenue Source), Series 2006, of the Park District of La Grange, Cook County, Illinois.

* * *

WHEREAS, the Board by ordinance adopted on the 16th day of February, 2006 (the “2006 Ordinance”), did provide for the issue of \$2,855,000 General Obligation Park Bonds (Alternate Revenue Source), Series 2006 (the “2006 Bonds”); and

WHEREAS, the 2006 Ordinance, as amended by the Direction to Abate Taxes dated February 28, 2006, and filed with the Cook County Clerk on March 7, 2006 (the “Ordinance”) provides for the levy of a direct annual tax sufficient to pay debt service on the bonds issued under the Ordinance (the “Pledged Taxes”); and

WHEREAS, a duly certified copy of the Ordinance was filed in the office of the County Clerk of Cook County, Illinois (the “County Clerk”); and

WHEREAS, the District has or will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying debt service on the 2006 Bonds (the “Bonds”) heretofore imposed by the 2014 levy; and

WHEREAS, the Pledged Revenues are hereby directed to be deposited into the “Alternate Bond and Interest Fund” (the “Bond Fund”) established pursuant to the Ordinance for the purpose of paying debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the District that the taxes heretofore levied for the year 2014 to pay debt service on the Bonds be abated:

NOW, THEREFORE, Be It Ordained by the Board of Park Commissioners of Park District of La Grange, Cook County, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2014 in the Ordinance shall be abated by that amount representing funds available or to be available in the Bond Fund, and the amounts of the taxes levied in the Ordinance for the year 2014 to pay debt service on the Bonds, the amount of the taxes to be abated for said year, and the remainder of the taxes levied which are to be extended for said year to pay debt service on the Bonds are as follows:

FOR THE 2006 BONDS:

YEAR	AMOUNT LEVIED IN THE ORDINANCE	AMOUNT TO BE ABATED	REMAINDER OF TAX TO BE EXTENDED
2014	\$208,285.00	\$208,285.00	\$-0-

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Secretary of the Board shall file a certified copy hereof with the County Clerk and it shall be the duty of the County Clerk to abate said taxes levied for the year 2014 in accordance with the provisions hereof and as shown hereinabove in Section 1 hereof.

Section 3. Effective Date. This ordinance shall be in full force and effect forthwith upon its adoption.

Adopted November 17, 2014.

Mary Ellen Penicook
President, Board of Park
Commissioners

Attest:

Secretary, Board of Park Commissioners

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioners (the "Board") of the Park District of La Grange, Cook County, Illinois (the "District"), and as such official I am the keeper of the records and files of the District and 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 17th day of November, 2014, insofar as the same relates to the adoption of Ordinance No 14-09 entitled:

AN ORDINANCE abating the taxes heretofore levied for the year 2014 to pay debt service on General Obligation Park Bonds (Alternate Revenue Source), Series 2006, of the Park District of La Grange, Cook 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 were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, 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 Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code 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 District, this 17th day of November 2014.

Secretary, Board of Park Commissioners

(SEAL)

MINUTES of a regular public meeting of the Board of Park Commissioners of the Park District of La Grange, Cook County, Illinois, held at the Administrative Offices, 536 East Avenue, LaGrange, Illinois, in said Park District at 7:00 o'clock P.M., on the 17th day of November, 2014.

* * *

The meeting was called to order by the President, and upon the roll being called, _____ the President, and the following Park Commissioners at said location answered present: _____

The following Park Commissioners were absent: _____

The President announced that the next item of business before the Board of Park Commissioners was the consideration of an ordinance abating the taxes heretofore levied for the year 2014 to pay debt service on the District's outstanding General Obligation Bonds (Alternate Revenue Source), Series 2006. After a full and complete discussion thereof, Park Commissioner _____ presented and the Secretary read by title an ordinance as follows,

AN ORDINANCE abating the taxes heretofore levied for the year 2014 to pay debt service on General Obligation Park Bonds (Alternate Revenue Source), Series 2006, of the Park District of La Grange, Cook County, Illinois.

copies of which were available to all in attendance at the meeting who requested a copy of said ordinance.

Park Commissioner _____ moved and Park Commissioner _____ seconded the motion that said ordinance as presented and read by title by the Secretary be adopted.

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

Upon the roll being called, the following Park Commissioners voted

AYE:

NAY:

ABSENT:

Whereupon the President declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Secretary to record the same in the records of the Board of Park Commissioners of the Park District of La Grange, Cook County, Illinois, which was done.

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

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

Secretary, Board of Park Commissioner

THE PARK DISTRICT OF LA GRANGE

ORDINANCE 14-10

**AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2014
TO PAY THE PRINCIPAL OF AND INTEREST ON \$2,530,000 GENERAL OBLIGATION
PARK BONDS (ALTERNATE REVENUE SOURCE), SERIES 2012C, OF THE PARK
DISTRICT OF LA GRANGE, COOK COUNTY, ILLINOIS.**

ADOPTED BY THE
BOARD OF COMMISSIONERS
OF THE
PARK DISTRICT OF LA GRANGE
THIS 17TH DAY OF NOVEMBER 2014

Published in pamphlet form by authority of the Board of Commissioners of the Park District of La Grange, Cook County, Illinois, this 17th day of November 2014.

AN ORDINANCE abating the taxes heretofore levied for the year 2014 to pay the principal of and interest on \$2,530,000 General Obligation Park Bonds (Alternate Revenue Source), Series 2012C, of the Park District of La Grange, Cook County, Illinois.

WHEREAS, the President and Board of Park Commissioners (the "Board") or the Park District of La Grange, Cook County, Illinois (the "District") by Ordinance Number 12-06 adopted on the 14th day of November, 2012 (the "*Ordinance*"), did provide for the issue of \$2,530,000 General Obligation Park Bonds (Alternate Revenue Source), Series 2012C, of the District (the "*Bonds*"), dated December 18, 2012, and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS it has been determined by the Board that the Pledged Revenues (as defined in the Ordinance) will provide an amount not less than 1.25 times debt service of all the bonds in the next succeeding bond year (December 15); and

WHEREAS funds of the District on hand and lawfully available have been deposited into the Bond Fund (as defined in the Bond Ordinance) in an amount equal to the tax heretofore levied for the year 2014 to pay the Bonds; and

WHEREAS, it is necessary and in the best interest of the District that the tax heretofore levied for the year 2014 to pay the principal of and interest on the Bonds be abated;

NOW, THEREFORE, Be It Ordained by the President and Board of Park Commissioners of Park District of La Grange, Cook County, Illinois as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2014 in the Ordinance is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Secretary of the Board shall file a certified copy hereof with the County Clerk of the County of Cook, Illinois and it shall be the duty of said County Clerk to abate said taxes levied for the year 2014 in accordance with the provisions hereof.

Section 3. Effective Date. This ordinance shall be in full force and effect forthwith upon its adoption.

Adopted November 17, 2014

Mary Ellen Penicook
President, Board of Park
Commissioners

Attest:

Secretary, Board of Park Commissioners

MINUTES of a regular public meeting of the Board of Park Commissioners of the Park District of La Grange, Cook County, Illinois, held at the Administrative Offices, 536 East Avenue, LaGrange, Illinois, in said Park District at 7:00 o'clock P.M., on the 17th day of November, 2014.

* * *

The meeting was called to order by the President, and upon the roll being called, _____ the President, and the following Park Commissioners at said location answered present:

The following Park Commissioners were absent: _____

The President announced that the next item of business before the Board of Park Commissioners was the consideration of an ordinance abating the taxes heretofore levied for the year 2014 to pay the principal of and interest on the District's outstanding General Obligation Bonds (Alternate Revenue Source), Series 2012C. After a full and complete discussion thereof, Park Commissioner _____ presented and the Secretary read by title an ordinance as follows,

AN ORDINANCE abating the taxes heretofore levied for the year 2014 to pay the principal of and interest on \$2,530,000 General Obligation Park Bonds (Alternate Revenue Source), Series 2012C, of the Park District of La Grange, Cook County, Illinois.

copies of which were available to all in attendance at the meeting who requested a copy of said ordinance.

Park Commissioner _____ moved and Park Commissioner _____ seconded the motion that said ordinance as presented and read by title by the Secretary be adopted.

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

Upon the roll being called, the following Park Commissioners voted

AYE:

NAY:

ABSENT:

Whereupon the President declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Secretary to record the same in the records of the Board of Park Commissioners of the Park District of La Grange, Cook County, Illinois, which was done.

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

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

Secretary, Board of Park
Commissioners



kids around the world

PLAYGROUND EQUIPMENT DONATION AGREEMENT

This agreement is entered this date between Kids Around The World, Inc., 2424 Charles St., Rockford, IL 61125 (hereinafter referred to as "KIDS,") and _____ (hereafter referred to as "Park District,").

KIDS, an Illinois not-for-profit corporation, registered in Illinois at the above address performing charitable programs including building playgrounds for children in underprivileged locations, desires to acquire as a donation, the below identified used playground equipment from the Park District (hereafter referred to as the "Equipment,").

In consideration for the donation of the Equipment from the Park District, KIDS agrees to the following:

DISCLAIMER: KIDS acknowledges and agrees that the Park District is neither a manufacturer nor a vendor of the Equipment, that KIDS takes the Equipment and each part thereof "as-is" and that the Park District has not made, and does not hereby make, any representation, warranty, or covenant, express or implied, with respect to compliance with any and all applicable guidelines or regulations, including, but not limited to ASTM and CPSC, the merchantability, condition, quality, durability, design, operation, fitness for use, or suitability of the Equipment in any respect whatsoever or in connection with or for the purposes and uses of KIDS, or as to the absence of latent or other defects whether or not discoverable, or as to the absence of any infringement of any patent, trademark or copyright, or as to any obligation based on strict liability in tort or any other representation, warranty, or covenant of any kind or character, express or implied, with respect thereto, it being agreed that all risks incident thereto are to be borne by KIDS and the Park District shall not be obligated or liable for actual, incidental, consequential, or other damages of or to buyer or other person or entity arising out of or in connection with the use or performance of the Equipment and the maintenance thereof. KIDS acknowledges that KIDS has selected the Equipment KIDS is acquiring from the Park District based on KIDS' own judgment and the Park District hereby affirmatively disclaims reliance on any oral representation concerning the Equipment made to KIDS.

INDEMNIFICATION AND HOLD HARMLESS: KIDS shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the use of Park District premises or of any business or activity thereon, or any work or thing whatsoever done, or condition created in or about the premises during the use; (ii) any act, omission, wrongful act or negligence of KIDS or any of KIDS' contractors or subcontractors, or the partners, directors, officers, agents, volunteers, or employees; (iii) any accident, injury or damage whatsoever occurring in or Park District premises regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. KIDS shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of KIDS' breach of any of its obligations under, or KIDS' default of, any provision of the Contract.

WAIVER & RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK: KIDS fully understands and agrees that that in consideration for the donation of the Equipment, KIDS is expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which KIDS might sustain arising out or in any way connected with the removal, acquiring, or use of the Equipment against the Park District, once KIDS has commenced physical removal of the donated equipment, and from that point forward. This waiver and release does not apply to any and all claims arising at the location of the equipment removal, from an occurrence before KIDS has begun removing the donated and accepted equipment and after KIDS has completed removal of the donated and accepted equipment.

INSURANCE REQUIREMENTS: KIDS shall maintain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

KIDS shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of KIDS' insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance

If applicable, KIDS shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. General Insurance Provisions

1. Evidence of Insurance

Prior to removal of the Equipment, KIDS shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of KIDS' obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting KIDS from removing the Equipment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District.

The donated equipment included in this agreement includes: _____

_____.

Representative of KIDS AROUND THE WORLD, INC.

Representative of the DONATING ORGANIZATION

DATE

DATE

