
ORDINANCE NO. ____

OF THE

CITY OF COLLINSVILLE, MADISON AND ST. CLAIR COUNTIES, ILLINOIS

PASSED

OCTOBER 28, 2025

Relating to:

\$6,500,000

DEBT CERTIFICATES

(WASTEWATER TREATMENT PLANT SOLAR PROJECT)

SERIES 2025

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ORDINANCE NUMBER ____

AN ORDINANCE OF THE CITY OF COLLINSVILLE, MADISON AND ST. CLAIR COUNTIES, ILLINOIS, AUTHORIZING AND PROVIDING FOR AN INSTALLMENT PURCHASE AGREEMENT FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN SOLAR FACILITIES TO BE INSTALLED AT THE WASTEWATER TREATMENT PLANT AND AUTHORIZING AND PROVIDING FOR THE ISSUE OF DEBT CERTIFICATES (WASTEWATER TREATMENT PLANT SOLAR PROJECT), SERIES 2025, EVIDENCING THE RIGHTS TO PAYMENT UNDER SUCH AGREEMENT, PRESCRIBING THE DETAILS OF THE AGREEMENT AND CERTIFICATES, AND PROVIDING FOR THE SECURITY FOR AND MEANS OF PAYMENT UNDER THE AGREEMENT OF THE CERTIFICATES.

PREAMBLES

WHEREAS, the City of Collinsville, Madison and St. Clair Counties, Illinois (the “City”) is a municipality and unit of local government of the State of Illinois (the “State”) operating, *inter alia*, under and pursuant to (1) the Illinois Municipal Code, as supplemented and amended, (2) the Local Government Debt Reform Act of the State of Illinois, as supplemented and amended (the “Debt Reform Act”), and in particular, the provisions of Section 17 of the Debt Reform Act (the “Installment Purchase Provisions”), and (3) the home rule powers of the City as provided in Section 6 of Article VII of the Constitution of the State of Illinois (collectively, “Applicable Law”).

WHEREAS, the City Council of the City (the “Corporate Authorities”) has considered the needs of the City and, in so doing, the Corporate Authorities have deemed and do now deem it advisable, necessary, and for the best interests of the City to promote and protect the public health, welfare, safety, and convenience of the residents of the City to finance the costs of purchasing and installing solar facilities at the wastewater treatment plant, and to pay expenses incidental to such improvements and costs of issuance of the Certificates (collectively, the “Project”).

WHEREAS, the Corporate Authorities have determined the total cost of the Project and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work and to the Agreement hereinafter provided for in this Ordinance (collectively “Related Expenses”) to be not less than \$6,500,000 plus estimated investment earnings which may be received on said sum prior to disbursement.

WHEREAS, sufficient funds of the City are not available to pay the costs of the Project and Related Expenses, and it will, therefore, be necessary to borrow money in the amount of \$6,500,000 for the purpose of paying such costs.

WHEREAS, pursuant to the Installment Purchase Provisions, the City has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than twenty (20) years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Corporate Authorities shall determine, if the City will lease, acquire by purchase agreement, or

otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

WHEREAS, the Corporate Authorities find that it is desirable and in the best interests of the City to avail themselves of the provisions of the Installment Purchase Provisions, as follows:

1. To authorize an Installment Purchase Agreement (the “Agreement”) as more particularly described and provided in this Ordinance;
2. To name as counter-party to the Agreement the City Treasurer, as nominee-seller;
3. To authorize the Mayor of the City and the City Clerk to execute and attest, respectively, the Agreement on behalf of the City and to file the same with the City Clerk in his or her capacity as keeper of the records and files of the City; and
4. To issue certificates evidencing the indebtedness incurred under the Agreement in the amount of \$6,500,000, in form and having such details as set forth in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLINSVILLE, MADISON AND ST. CLAIR COUNTIES, ILLINOIS, AS FOLLOWS:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to one gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

“Agreement” means the Installment Purchase Agreement, as referred to in the preambles of this Ordinance, for the purpose of purchasing and financing the Project and Related Expenses, in substantially the form of **Exhibit A** attached hereto.

“Applicable Law” shall have the meaning given to such term in the preambles hereto.

“Bond Counsel” means Gilmore & Bell, P.C., Edwardsville, Illinois, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“Certificates” means the Debt Certificates (Wastewater Treatment Plant Solar Project), Series 2025, authorized to be issued by this Ordinance.

“Certificate Fund” means the fund established and defined in **Section 12** of this Ordinance.

“Certificate Moneys” means moneys on deposit in the Certificate Fund.

“Certificate Register” means the books of the City kept by the Certificate Registrar to evidence the registration and transfer of the Certificates.

“Certificate Registrar” or **“Paying Agent”** means the City Treasurer and any corporation which at the time may be substituted in its place pursuant to and at the time serving as certificate registrar and paying agent hereunder.

“City” shall have the meaning given to such term in the preambles hereto.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“Corporate Authorities” shall have the meaning given to such term in the preambles hereto.

“Debt Reform Act” shall have the meaning given to such term in the preambles hereto.

“Federal Tax Certificate” means the Federal Tax Certificate, in substantially the form of **Exhibit C** attached hereto.

“Initial Purchase Period” means the period commencing on the date of payment and delivery of the Certificates and ending on November 1, 2030.

“Installment Purchase Provisions” shall have the meaning given to such term in the preambles hereto.

“Lender” means (a) the owner of the Certificates; provided, that there is a single owner of all the Certificates, or (b) if there is more than one owner of the Certificates, owners owning a majority of the aggregate principal amount of the Certificates then outstanding. The initial Lender is the Original Lender.

“Ordinance” means this Ordinance adopted by the governing body of the City, authorizing the issuance of the Certificates, as amended from time to time.

“Original Lender” means FCB Banks, Collinsville, Illinois, and its successors and assigns.

“Project” shall have the meaning given to such term in the preambles hereto.

“Project Fund” means the Project Fund established and defined in **Section 12** hereof.

“Record Date” means the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month.

“Related Expenses” shall have the meaning given to such term in the preambles hereto.

“Seller” shall mean the City Treasurer, as nominee-seller under the Agreement.

“State” shall have the meaning given to such term in the preambles hereto.

“Subsequent Purchase Period” means the period commencing on November 1, 2030 and ending on the final maturity date of the Certificates.

“Tax-exempt” means the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that the recitals contained in the preambles to this Ordinance are true, correct, and complete and do incorporate them into this Ordinance by this reference.

Section 3. Determination to Authorize and Enter into Agreement and to Issue Certificates. It is necessary and advisable for the public health, safety, welfare, and convenience of residents of the City to pay costs of the Project and Related Expenses and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of the Certificates evidencing the indebtedness incurred under the Agreement.

Section 4. Agreement is a General Obligation; Annual Appropriation. The City hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the City payable from any funds of the City lawfully available for such purpose. The City represents and warrants that the total amount due the Seller under the Agreement, together with all other indebtedness of the City, is within all statutory and constitutional debt limitations. The City agrees to appropriate funds of the City annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

Section 5. Execution and Filing of the Agreement. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, the Agreement and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the City Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the City Clerk and retained in the City records and constitute authority for issuance of the Certificates.

Section 6. Certificate Details.

(a) For the purpose of providing funds to pay costs of the Project and Related Expenses, there shall be issued and sold the Certificates in the aggregate principal amount of \$6,500,000. The Certificates shall be issued in one series and shall be designated “Debt Certificates (Wastewater Treatment Plant Solar Project), Series 2025” and shall be in substantially the form set forth in **Exhibit B** attached hereto. The Certificates shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number.

(b) The Certificates shall be dated the date of payment and delivery thereof, shall be in fully-registered form, shall be in denominations of \$100,000 each and integral multiples of \$0.01 in excess thereof (but no single Certificate shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Certificates shall become due and payable (subject to prior redemption as hereinafter described) in principal installments as set forth in **Schedule 1** attached hereto. During the Initial Purchase Period, the Certificates shall bear interest at the rate of 3.35% per annum (computed upon the basis of the actual number of days in a month over a 365-day year). For the Subsequent Purchase Period, the Certificates shall bear interest as provided in **Section 16** of this Ordinance. The entire remaining principal of and interest on the Certificates, if not sooner paid, shall become due on November 1, 2035.

(c) The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest being payable semi-annually commencing May 1, 2026, and on each May 1 and November 1 thereafter to maturity.

(d) Interest on each Certificate shall be paid by electronic payment or, with Lender's consent, such other commercially reasonable method of payment, in immediately available funds in lawful money of the United States of America to the person in whose name such Certificate is registered at the close of business on the Record Date. The principal of the Certificates shall be payable in lawful money of the United States of America by electronic payment or, with Lender's consent, such other commercially reasonable method of payment, in immediately available funds in lawful money of the United States of America to the person in whose name such Certificate is registered at the close of business on the Record Date. Payment of the Certificates upon final maturity or redemption in full shall be made upon presentation thereof at the principal corporate trust office of the Paying Agent. Notwithstanding anything contained herein to the contrary, the Certificates only need to be presented for payment upon final maturity or redemption in full.

Section 7. Execution and Authentication of Certificates.

(a) The Certificates shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

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

Section 8. Registration of Certificates; Persons Treated as Owners.

(a) The City shall cause the Certificate Register to be kept at the office maintained for such purpose by the Certificate Registrar, which is hereby constituted and appointed the registrar of the City for the Certificates. The City is authorized to prepare, and the Certificate Registrar or such other agent as the City may designate shall keep custody of, multiple Certificate blanks executed by the City for use in the transfer and exchange of Certificates. Any Certificate may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. The registered owner of each Certificate retains the right at any time to dispose of its Certificate, in whole or in part, but agrees that any such sale, transfer or distribution by such registered owner shall be made in accordance with applicable laws to (a) an affiliate of such registered owner; or (b) one or more banks, trusts, custodians, insurance companies or other financial institutions. Each registered owner shall have the right to grant participations in all or any portion of its interest in its Certificate at any time without the consent of the City.

(b) Upon surrender for transfer or exchange of any Certificate at the office of the Certificate Registrar maintained for the purpose, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Certificate Registrar and duly executed by

the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Certificate Registrar shall authenticate, date, and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully-registered Certificate or Certificates of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

(c) The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

(d) The execution by the City of any fully-registered Certificate shall constitute full and due authorization of such Certificate; and the Certificate Registrar shall thereby be authorized to authenticate, date, and deliver such Certificate; *provided, however*, the principal amount of Certificates of each maturity authenticated by the Certificate Registrar shall not at any one time exceed the authorized principal amount of Certificates for such maturity less the amount of such Certificates which have been paid. The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

(e) No service charge shall be made to any registered owner of Certificates for any transfer or exchange of Certificates, but the City or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

Section 9. Redemption.

(a) *Optional Redemption.* The Certificates shall be subject to redemption prior to maturity at the option of the City, in whole or in part, on any date, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) *General.* The City shall, at least twenty (20) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount and maturity or maturities of Certificates to be redeemed.

Section 10. Redemption Procedure.

(a) Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the City by providing electronic notice at least ten (10) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed. The Certificate Registrar shall confirm by e-mail that each registered owner has received e-mail notice of redemption.

(b) All notices of redemption shall state:

(1) the redemption date,

- (2) the redemption price,
- (3) that on the redemption date the redemption price will become due and payable upon each such Certificate called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (4) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Paying Agent, and
- (5) such other information then required by custom, practice or industry standard.

(c) Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Paying Agent on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Certificates will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Certificates which are to be redeemed on that date.

(d) Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest.

(e) If any Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

Section 11. Sale of Certificates. The Mayor is hereby authorized to proceed to sell and deliver the Certificates to the Original Lender at a purchase price of \$6,500,000. It being hereby found and determined that (i) the sale of the Certificates to the Original Lender is in the best interests of the City and that no person holding any office of the City, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in the sale of the Certificates to the Original Lender, and (ii) the Certificates have been sold at such price and bear interest at such rate that either the true interest cost (yield) or the net interest rate received upon the sale of the Certificates does not exceed the maximum rate otherwise authorized by applicable law.

Section 12. Creation of Funds and Appropriations.

(a) There is hereby created the “Debt Certificates (Wastewater Treatment Plant Solar Project), Series 2025, Certificate Fund” (the “Certificate Fund”), which shall be the fund for the payment of the principal of and interest on the Certificates. Accrued interest, if any, received upon delivery of the Certificates shall be deposited into the Certificate Fund and be applied to pay the first interest coming due

on the Certificates. Funds lawfully available for the purpose shall be deposited into the Certificate Fund and used solely and only for the purpose of paying the principal of and interest on the Certificates. Interest income or investment profit earned in the Certificate Fund shall be retained in the Certificate Fund for payment of the principal of or interest on the Certificates on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Corporate Authorities, transferred to such other fund as may be determined. Moneys in the Certificate Fund shall be applied to pay interest when due and principal when due.

(b) \$6,500,000 of the proceeds of the Certificates shall be deposited into the “Debt Certificates (Wastewater Treatment Plant Solar Project), Series 2025, Project Fund” (the “Project Fund”), which is hereby created.

(c) It is hereby found and determined and hereby declared and set forth that the Corporate Authorities (i) have not entered into an agreement of any kind with any entity, party or person (including, but not limited to, the Original Lender) to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time. Moneys in the Project Fund shall be used to pay costs of the Project in accordance with the following procedures:

1. Contracts (“Work Contracts”) have been or will be awarded, from time to time, by the Corporate Authorities for the work on the Project; and the Corporate Authorities represent and covenant that each Work Contract has been or will be let in strict accordance with Applicable Law and the rules and procedures of the City for same.
2. Pursuant to this Ordinance or subsequent ordinances or resolution to be duly adopted, the Corporate Authorities will identify all or a designated portion of each Work Contract to the Agreement. The Work Contracts attached to this Ordinance as **Exhibit D** are hereby identified to the Agreement. This Ordinance and any such further ordinance or resolution will be filed of record with the City Clerk and the City Treasurer. The adoption and filing of any such ordinance or resolution and the Work Contracts with such officers will constitute authority for the officer or officers of the City to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further resolutions, orders, vouchers, warrants, or other proceedings as are required under Applicable Law and the rules and procedures of the City for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the Installment Purchase Provisions, the City Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates.

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

(d) Notwithstanding any other provision of this Ordinance, moneys in the Project Fund may be used to pay costs of issuing the Certificates.

Section 13. Tax-Exemption Covenants; Additional Covenants.

(a) The City agrees to comply with all provisions of the Code which, if not complied with by the City, would cause the Certificates not to be Tax-exempt. In furtherance of the foregoing provisions, but without limiting their generality, the City agrees: (1) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable, (2) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by Bond Counsel, (3) to consult with Bond Counsel and to comply with such advice as may be given, (4) to file such forms, statements and supporting documents as may be required and in a timely manner, and (5) if deemed necessary or advisable by its officers, to employ and pay financial advisors, attorneys and other persons to assist the City in such compliance.

(b) The City also certifies and further covenants with the Lender and registered owners of the Certificates from time to time outstanding that moneys on deposit in any fund or account in connection with the Certificates, whether or not such moneys were derived from the proceeds of the sale of the Certificates or from any other source, will not be used in a manner which will cause the Certificates to be "arbitrage bonds" within the meaning of Code Section 148 and any lawful regulations promulgated hereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

(c) The City further covenants that it will not take any action, or omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting or omitting to take such action would cause any Certificate to be a private activity bond within the meaning of the Code or would otherwise cause interest on the Certificates to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation of interest on the Certificates, under present rules, the City may be treated as a "taxpayer" in the examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

(d) The City covenants and agrees to comply with all provisions and requirements of the Federal Tax Certificate, which is hereby approved with such changes therein as shall be approved by the Mayor, which officer is hereby authorized to execute the Federal Tax Certificate for and on behalf of the City, such officer's signature thereon being conclusive evidence of his or her approval thereof.

(e) The City will provide its audited financial statements each year to the Original Lender within thirty (30) days of completion of each audit.

Section 14. Pertaining to the Certificate Registrar. The Certificate Registrar by acceptance of duties under this Ordinance agrees (a) to act as registrar, paying agent, authenticating agent, and transfer agent as provided herein, (b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential to the extent permitted by law, (c) to give notice of redemption of Certificates as provided herein, (d) to cancel and/or destroy Certificates which have been paid at maturity or submitted for exchange or transfer, (e) to furnish the City at least annually a certificate with respect to Certificates cancelled and/or destroyed, and (f) to furnish the City at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates. The City covenants with respect to the Certificate Registrar, and the Certificate Registrar further covenants and agrees as follows:

A. The City shall at all times retain a Certificate Registrar with respect to the Certificates; it will maintain at the designated office(s) of such Certificate Registrar a place or places where Certificates

may be presented for payment, registration, transfer, or exchange; and it will require that the Certificate Registrar properly maintain the Certificate Register and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs, and practices of the municipal securities industry.

B. The Certificate Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on any Certificate, and by such execution the Certificate Registrar shall be deemed to have certified to the City that it has all requisite power to accept and has accepted such duties and obligations not only with respect to the Certificate so authenticated but with respect to all the Certificates. Any Certificate Registrar shall be the agent of the City and shall not be liable in connection with the performance of its duties except for its own negligence or willful wrongdoing. Any Certificate Registrar shall, however, be responsible for any representation in its certificate of authentication on Certificates.

C. The City may remove the Certificate Registrar at any time. In case at any time the Certificate Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Certificate Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Certificate Registrar or of the property or affairs thereof, the City covenants and agrees that it will thereupon appoint a successor Certificate Registrar. The City shall give notice of any such appointment made by it to each registered owner of any Certificate within twenty days after such appointment in the same manner. Any other Certificate Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association maintaining its principal corporate trust office in Illinois or Missouri and having capital and surplus and undivided profits in excess of \$100,000,000. The City Clerk is hereby directed to file a certified copy of this Ordinance with the Certificate Registrar.

Section 15. Defeasance. Any Certificate or Certificates which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Certificate Registrar to pay all principal and interest due thereon, or (c) for which sufficient United States of America dollars and direct United States Treasury obligations have been deposited with the Certificate Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on (and redemption premium, if any, on) such Certificate or Certificates when due at maturity or as called for redemption, if applicable, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Certificate Moneys hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Certificates as set forth herein as such relates to lien and security of the outstanding Certificates. At least ten (10) business days prior to any defeasance, the City shall deliver to the Lender a verification report (a "Verification Report") prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding sufficiency of the escrow. Such Verification Report shall be addressed to the Lender and shall be in form and substance reasonably satisfactory to the Lender. All covenants relative to the Tax-exempt status of the Certificates; and payment, registration, transfer, and exchange; are expressly continued for all Certificates whether outstanding Certificates or not.

Section 16. Purchase Period.

(a) The City may request from the Lender an indicative interest rate applicable to the Subsequent Purchase Period up to 1 year but no later than 90 days prior to the last date of the Initial Purchase Period (or such earlier or later dates as the Lender and the City shall agree to in writing). Within 60 days of such request, the Lender shall provide notice to the City of an indicative interest rate for the Subsequent Purchase Period. The failure of the City to accept the Lender's indicative terms within 30 days of such offer, shall be deemed a rejection of such offer. Failure of the Lender to provide a notice shall also be

deemed as a denial of such request. If the then current Lender will not remain the Lender for the Subsequent Purchase Period, then (1) the Certificates will be subject to mandatory tender and tendered by the Lender for purchase on November 1, 2030 (the "Tender Date") at a purchase price payable by or on behalf of the City in the amount equal to 100% of the principal amount thereof plus accrued interest to the Tender Date, without premium (the "Purchase Price"), (2) the City shall cause to be provided funds necessary to pay the full Purchase Price of such Certificates on the Tender Date: (i) by purchase of the Certificates on the Tender Date by a successor Lender which has (A) agreed to purchase the Certificates on the Tender Date, and (B) transferred funds for such purchase to the prior Lender on or prior to the Tender Date; or (ii) with other funds provided by or on behalf of the City from any other source (which may include equity or additional borrowings and no consent shall be required of the prior Lender for any such additional borrowings if they occur simultaneously with the Tender Date and the proceeds thereof pay the Tender Price and all other obligations owed to the Lender in full).

(b) Changes to the interest rates for the Certificates shall not be permitted or effective under this Ordinance unless (1) the City and the Lender shall have consented in writing to such changes; (2) in connection with such change the City causes to be delivered to the Lender an opinion of Bond Counsel to the effect that such change will not adversely affect the validity of the Certificates or the excludability of the interest on the Certificates from gross income for federal income tax purposes; and (3) if any other amendments or supplements to this Ordinance are required in connection with such changes, the requirements, if any, set forth in this Ordinance for such amendments or supplements are satisfied.

Section 17. 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 18. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect upon its passage and approval as provided by law.

ADOPTED by the City Council of the City of Collinsville, Madison and St. Clair Counties, Illinois
on the 28th day of October, 2025.

Aye: _____.

Nay: _____.

Absent: _____.

APPROVED by me, as Mayor of the City of Collinsville, Madison and St. Clair Counties, Illinois,
the 28th day of October, 2025.

Mayor

PASSED by the City Council of the City of Collinsville, Madison and St. Clair Counties, Illinois,
the 28th day of October, 2025.

Attest: _____
City Clerk

**SCHEDULE 1
TO ORDINANCE**

PRINCIPAL INSTALLMENTS

<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>
05/01/2026	\$280,176.38
11/01/2026	280,135.30
05/01/2027	286,501.58
11/01/2027	289,704.48
05/01/2028	295,581.44
11/01/2028	299,588.60
05/01/2029	305,960.87
11/01/2029	309,814.92
05/01/2030	316,190.34
11/01/2030	320,386.69
05/01/2031	326,765.37
11/01/2031	331,315.58
05/01/2032	337,435.33
11/01/2032	342,609.23
05/01/2033	348,994.75
11/01/2033	354,288.81
05/01/2034	360,677.93
11/01/2034	366,362.93
05/01/2035	372,755.77
11/01/2035	374,753.70

**EXHIBIT A
TO ORDINANCE**

FORM OF INSTALLMENT PURCHASE AGREEMENT

**INSTALLMENT PURCHASE AGREEMENT FOR PURCHASE OF REAL
OR PERSONAL PROPERTY, OR BOTH, FOR THE PURPOSE OF
PAYING THE COSTS OF CERTAIN CAPITAL PROJECTS OF THE
CITY, SPECIFICALLY PURCHASE AND INSTALLATION OF SOLAR
PANELS AT THE WASTEWATER TREATMENT PLANT, IN AND FOR
THE CITY OF COLLINSVILLE, MADISON AND ST. CLAIR COUNTIES,
ILLINOIS.**

THIS INSTALLMENT PURCHASE AGREEMENT (this “Agreement”) made as of November 6, 2025 by and between the City Treasurer of the City, as Nominee-Seller (the “Seller”), and the City of Collinsville, Madison and St. Clair Counties, Illinois, a municipality and unit of local government of the State of Illinois (the “City”):

WITNESSETH

A. The City Council (the “Corporate Authorities”) of the City has determined to acquire real or personal property, or both, for the purpose of paying the costs of certain capital projects of the City, specifically the costs of purchasing and installing solar facilities at the wastewater treatment plant, and to pay expenses incidental to such improvements and costs of issuance of the Certificates (the “Project”), all as previously approved by the Corporate Authorities and on file with the City Clerk (the “Clerk”).

B. Pursuant to the provisions of the Illinois Municipal Code; the Local Government Debt Reform Act of the State of Illinois (the “Debt Reform Act”), and, in particular, the provisions of Section 17 of the Debt Reform Act (the “Installment Purchase Provisions”); and all other Omnibus Bond Acts of the State of Illinois; in each case, as supplemented and amended (collectively “Applicable Law”); the City has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years and has the power to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 28th day of October, 2025, the Corporate Authorities, pursuant to Applicable Law and the need to provide for the Project, adopted an ordinance (the “Ordinance”), numbered [____], authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Ordinance is

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

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

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

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

1. MAKE AND ACQUIRE PROJECT

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

2. CONVEYANCE

The Seller agrees to convey each part of the Project to the City and to perform all necessary work and convey all necessary equipment; and the City agrees to purchase the Project from the Seller and pay for the Project the purchase price of \$6,500,000; plus the amount of investment earnings which are earned on the amount deposited with the City Treasurer from the sale of the Certificates (as defined in the Ordinance) and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$6,500,000, plus the amount of investment earnings which are earned on the amount deposited with the City Treasurer from the sale of the Certificates.

3. PAYMENTS

The payment of the entire sum of \$6,500,000 of said purchase price shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption) if any;

all as provided for payment of the Certificates in the Ordinance.

4. ASSIGNMENT

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

5. TAX COVENANTS

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

6. TITLE

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

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

7. **LAWFUL CORPORATE OBLIGATION**

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

8. **GENERAL COVENANT AND RECITAL**

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

9. **NO SEPARATE TAX**

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

10. **DEFAULT**

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

[Remainder of page intentionally blank.]

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

SELLER: Signature: _____
Mark Miles, as Nominee-Seller and
City Treasurer

ATTEST:

City Clerk

[SEAL]

**CITY OF COLLINSVILLE,
MADISON AND ST. CLAIR
COUNTIES, ILLINOIS**

Mayor

ATTEST:

City Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Collinsville, Madison and St. Clair Counties, Illinois (the “City”), and as such officer I do hereby certify that on the 6th day of November, 2025 there was filed in my office a properly certified copy of that certain document, executed by the Mayor of the City, attested by me in my capacity as City Clerk, and further executed, as Nominee-Seller, by the City Treasurer of the City, also attested by me, dated as of the 6th day of November, 2025, and entitled “INSTALLMENT PURCHASE AGREEMENT FOR PURCHASE OF REAL OR PERSONAL PROPERTY, OR BOTH, FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN CAPITAL PROJECTS OF THE CITY, SPECIFICALLY PURCHASE AND INSTALLATION OF SOLAR PANELS AT THE WASTEWATER TREATMENT PLANT, IN AND FOR THE CITY OF COLLINSVILLE, MADISON AND ST. CLAIR COUNTIES, ILLINOIS”; and supporting the issuance of certain Debt Certificates (Wastewater Treatment Plant Solar Project), Series 2025, of the City; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the City of Collinsville, Madison and St. Clair Counties, Illinois, this 6th day of November, 2025.

[Seal]

City Clerk

**EXHIBIT B
TO ORDINANCE**

FORM OF CERTIFICATES

**REGISTERED
NO. R-___**

**REGISTERED
\$6,500,000**

**UNITED STATES OF AMERICA
STATE OF ILLINOIS**

**CITY OF COLLINSVILLE,
MADISON AND ST. CLAIR COUNTIES,
ILLINOIS**

**DEBT CERTIFICATE
(WASTEWATER TREATMENT PLANT SOLAR PROJECT),
SERIES 2025**

Interest Rate

Maturity Date

Dated Date

Adjustable

November 1, 2035

November 6, 2025

REGISTERED OWNER: FCB BANKS

PRINCIPAL AMOUNT: SIX MILLION FIVE HUNDRED THOUSAND DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Collinsville, Madison and St. Clair Counties, Illinois, a municipality and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above (subject to right of prior redemption), the Principal Amount identified above and to pay interest (computed upon the basis of the actual number of days in a month over a 365-day year) on such Principal Amount from the later of the Dated Date of this Certificate identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the interest rate per annum determined as described herein, such interest to be payable on May 1 and November 1 of each year, commencing May 1, 2026, until said Principal Amount is paid or duly provided for. The principal of this Certificate is payable in lawful money of the United States of America at the office maintained for such purpose of the City Treasurer, as paying agent and registrar (the “Certificate Registrar”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Certificate Registrar at the close of business on the applicable Record Date (the “Record Date”). The Record Date shall be the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month. Interest on and principal of this Certificate shall be paid by electronic payment or, with Lender’s consent, such other commercially reasonable method of payment, in immediately available funds to the Registered Owner as it appears on such registration books. Principal and interest on this Certificate shall be payable as provided in Schedule I hereto and in the Ordinance (as hereinafter defined).

This Certificate is one of a series (the “Certificates”) in the aggregate principal amount of \$6,500,000 issued by the City for the purpose of providing funds to pay cost of the Project and Related

Expenses, all as described and defined in the ordinance authorizing the Certificates (the “Ordinance”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and in particular as supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended, and the other Omnibus Bond Acts of the State of Illinois (“Applicable Law”), and with the Ordinance, which has been duly passed by the City Council of the City on the 28th day of October, 2025, and approved by the Mayor, in all respects as by law required. The Certificates issued by the City in connection with the Project have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the “Agreement”), dated as of November 6, 2025, entered into by and between the City and its City Treasurer, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

The Certificates are subject to redemption prior to maturity at the option of the City in whole or in part on any date, at the redemption price of par plus accrued interest to the redemption date.

Unless waived by the Registered Owner hereof, notice of any such redemption shall be given by the Certificate Registrar on behalf of the City by providing electronic notice not less than ten (10) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the e-mail address shown on the registration books of the City maintained by the Certificate Registrar or at such other e-mail address as is furnished in writing by such registered owner to the Certificate Registrar. The Certificate Registrar shall confirm by e-mail that each registered owner has received e-mail notice of redemption. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

The Certificates shall bear interest at the interest rates, shall be subject to purchase prior to maturity and shall be subject to such other terms as are set forth in the Ordinance.

This Certificate is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Certificate Registrar in Collinsville, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Registered Owner hereof retains the right at any time to dispose of this Certificate, in whole or in part, but agrees that any such sale, transfer or distribution by such registered owner shall be made in accordance with applicable laws to (a) an affiliate of such registered owner; or (b) one or more banks, trusts, custodians, insurance companies or other financial institutions. Each registered owner shall have the right to grant participations in all or any portion of its interest in this Certificate at any time without the consent of the City.

The Certificates are issued in fully-registered form in the denomination of \$100,000 each and integral multiples of \$0.01 in excess thereof. This Certificate may be exchanged at the principal corporate trust office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity of other authorized denominations, upon the terms set forth in the Ordinance. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the Record Date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

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

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Certificate, including Applicable Law as defined herein, have existed and have been properly done, happened, and been performed in regular and due form and time as required by law; that the obligation to make payments due hereon is a general obligation of the City payable from any funds of the City lawfully available for such purpose; that the total amount due under the Agreement, represented by the Certificates, together with all other indebtedness of the City, is within all statutory and constitutional debt limitations; and that the City shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE CITY OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

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

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the **CITY OF COLLINSVILLE, MADISON AND ST. CLAIR COUNTIES, ILLINOIS**, by its City Council, has caused this Certificate to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

CERTIFICATE OF AUTHENTICATION

**CITY OF COLLINSVILLE, MADISON
AND ST. CLAIR COUNTIES, ILLINOIS**

This Certificate is one of the Certificates
of the issue described in the
within-mentioned Ordinance.

By: _____
Mayor

Registration Date: _____

CITY TREASURER,
Paying Agent

(Seal)

ATTEST:

By: _____
City Treasurer

City Clerk

ASSIGNMENT

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

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Certificate on the books kept by the Paying Agent for
the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must
correspond with the name of the Registered
Owner as it appears upon the face of the within
Certificate in every particular.

**EXHIBIT C
TO ORDINANCE**

FEDERAL TAX CERTIFICATE

[On file in the office of the City Clerk.]

**EXHIBIT D
TO ORDINANCE**

WORK CONTRACTS

- Agreement with GRP Wegman accepted by the City on September 26, 2025 and related to the installation of solar panels at the wastewater treatment plant.

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Collinsville, Madison and St. Clair Counties, Illinois (the “City”), and as such officer I am the keeper of the records and files of the City Council of said City.

I do further certify that the foregoing constitutes a full, true, correct and complete copy of an ordinance of the City adopted at a legally convened meeting of the City Council of the City held on the 28th day of October, 2025.

I do further certify that the deliberations of the City Council of said City on the adoption of said ordinance were taken 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 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 City Council of said City at least 48 hours in advance of the holding of said meeting on a day other than a Saturday, a Sunday or a legal holiday for municipalities in the State of Illinois; that said agenda contained a specific reference to said ordinance; and that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that said City Council has complied with all of the applicable provisions of said Act, said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of said City, this 6th day of November, 2025.

City Clerk, City of Collinsville, Madison and
St. Clair Counties, Illinois

(SEAL)