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**LOVES PARK CITY COUNCIL AGENDA**  
**MONDAY, MAY 24, 2021- 6 P.M.**  
**CITY COUNCIL CHAMBERS**

- I. CALL TO ORDER**
  
- II. INVOCATION & PLEDGE OF ALLEGIANCE**
  - 1. Invocation given by Alderman John Jacobson, followed by the Pledge of Allegiance.**
  
- III. ROLL CALL**
  
- IV. APPROVAL OF CITY COUNCIL MINUTES OF PREVIOUS MEETING**
  
- V. COMMUNICATIONS, MAYOR'S REPORT AND ANNOUNCEMENTS**
  
- VI. APPROVE PAYMENT OF BILLS**
  
- VII. OFFICER'S REPORTS**
  - 1. Public Safety**
  - 2. Public Works**
  
- VIII. COMMITTEE REPORTS**
  - 1. Finance and Administration/Jacobson (Finance, Personnel, Buildings & Grounds, Purchasing, Recreation & Beautification)**
  - 2. Public Safety/Allton (Police, Fire, Public Safety & Health)**
  - 3. Public Works/Schlensker (Street, Water & Utilities)**
  - 4. Codes and Regulations/Warden (Ordinances & Licenses)**
  - 5. Community Development/Pruitt (Development, Planning, Zoning, Annexation, Building & Drainage)**
  
- IX. UNFINISHED BUSINESS**

**X. NEW BUSINESS**

**XI. RESOLUTIONS & MOTIONS**

- 1. Resolution authorizing the City Treasurer to pay the Illinois Municipal League for conference and hotel reservations for the Illinois Municipal League Conference in September 2021.**
- 2. Resolution authorizing the Street Department Manager to hire Eric Brockway as full time employee within the Public Works Department.**
- 3. Resolution authorizing the Street Department Manager to hire Peter Brackett as full time employee within the Public Works Department.**
- 4. Resolution authorizing the Mayor to execute a Natural Gas Franchise Agreement renewal with Nicor Gas Company.**
- 5. Resolution authorizing the City Treasurer to sign a purchase/lease agreement with US Bancorp Government Leasing & Finance at a cost of \$104,376.71 annually for three years for the financing of two 2022 International Plow Trucks and plow equipment.**

**XII. ORDINANCES 2<sup>ND</sup> READING**

**XIII. ORDINANCES 1<sup>ST</sup> READING**

- 1. Ordinance providing for a Class B Liquor License for 6217 North Second Street.**
- 2. Ordinance providing for a Class B Liquor License for 4291 Perryville Road.**
- 3. Ordinance providing for a Class D Liquor License for 411 E. Riverside Blvd.**
- 4. Ordinance providing for a Class D Liquor License for 5905 North Second Street.**

**XIV. PUBLIC COMMENT**

**Anyone wishing to speak at the city council meeting shall contact the Mayor's office by 4:00 p.m. the day of the council meeting at 815-654-5030.**

**XV. EXECUTIVE SESSION**

**XVI. GOOD OF THE ORDER**

**XVII. ADJOURNMENT**

**CITY COUNCIL, CITY OF LOVES PARK, ILLINOIS**

Journal of Proceedings

Regular Meeting, Monday, May 17, 2021

City Hall Council Chambers

Mayor Gregory Jury called the meeting to order at 6:00 p.m.

Alderman Nancy Warden opened the meeting with an invocation, followed by the Pledge of Allegiance.

Present: Mayor Gregory Jury

Aldermen Mark Peterson, A. Marie Holmes, Robert Schlensker, Doug Allton, Nancy Warden, John Jacobson, Jim Puckett, Dan Jacobson, John Pruitt, Jim Thompson

Also Present: City Clerk Bob Burden  
City Attorney Gino Galluzzo

1. Approve Minutes 05/10/21 The Journal of Proceedings for the regular meeting of May 10, 2021 was approved as submitted by the city clerk on a motion by Alderman Schlensker. Second by Alderman Allton. Motion carried. 10 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson)
2. SEP/Rockford Town Fair Request Received a Special Events Permit application for North American Midway to hold the Rockford Town Fair at Rockford Speedway, June 3-6, 2021, from 12:00 noon to 10:00 p.m. Referred to Alderman Warden of the Codes and Regulations Committee.
3. SEP/Central Park Subdivision Parties Request Received a Special Event Permit application for the Central Park Subdivision to hold six neighborhood parties in the common area off Battery Park, one event per month, starting May 21, 2021, from 7:00 p.m. to 9:00 p.m. Referred to Alderman Warden of the Codes and Regulations Committee.
4. SEP/Central Park Subdivision Parties Approved Alderman Warden of the Codes and Regulations Committee moved to approve a Special Event Permit for the Central Park Subdivision to hold six neighborhood parties in the common area off Battery Park, one event per month, starting May 21, 2021, from 7:00 p.m. to 9:00 p.m. Second by Alderman Pruitt. Motion carried by voice vote.
5. SEP/Theodore St. Block Party Request Received a Special Event Permit application from Lisa Nolley to hold a block party between Spruce and Pine Streets on Theodore Street, June 26, 2021, from 2:00 p.m. to 10:00 p.m. Referred to Alderman Warden of the Codes and Regulations Committee.
6. SEP/Theodore St. Block Party Approved Alderman Warden of the Codes and Regulations Committee moved to approve a Special Event Permit to hold a block party between Spruce and Pine Streets on Theodore Street, June 26, 2021, from 2:00 p.m. to 10:00 p.m. Second by Alderman Pruitt. Motion carried by voice vote.
7. SEP/Lisa Nolley/Antique & Craft Request Received a Special Event Permit application from Lisa Nolley to hold an antique and craft event at 1028 Windsor Road on July 17, 2021, from 10:00 a.m. to 2:00 p.m. Referred to Alderman Warden of the Codes and Regulations Committee.
8. Commerce Commission Hearing Received a notice from the Illinois Commerce Commission of a hearing regarding Commonwealth Edison, to be held May 27, 2021, in the offices of the Commission, Chicago, IL. Placed on file.
9. Rivet's Stadium/ Concert/Carnival & Fireworks Mayor Jury announced that Star Events will be hosting a music concert with a carnival and fireworks at the Rivet's Stadium on the July 4<sup>th</sup> weekend. More information will be provided as it becomes available.

10. General Fund Bills Alderman Jacobson presented the General Fund and all other bills dated May 10, 2021 in the amount of \$591,989.61, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson)
11. Water Department Bills Alderman Jacobson presented the Water Department bills dated May 10, 2021 in the amount of \$25,621.54, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson)
12. Public Safety Report Alderman Allton presented the Police Department Report dated May 17, 2021; presented the Fire Department Report dated May 13, 2021, to be placed on file.
13. Public Works Report Alderman Schlensker presented the Street Department Report dated May 17, 2021; presented the Water Department Report for May 17, 2021, to be placed on file.
14. Finance and Administration Committee Alderman Jacobson of the Finance and Administration Committee presented the General Fund and all other bills dated May 17, 2021 in the amount of \$108,406.71, for consideration at next week's city council meeting; presented the minutes from the committee meeting held May 10, 2021, to be placed on file.
15. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated May 17, 2021 in the amount of \$222,737.84, for consideration at next week's city council meeting; presented the minutes from the committee meeting held April 26, 2021, to be placed on file.
16. Codes & Regulations Alderman Warden of the Codes and Regulations Committee announced that a committee meeting will be held Monday, May 24, 2021, following city council.
17. Opposing Changes To The Tax Increment Allocation Redevelopment Act Alderman Jacobson presented the following resolution authorizing the Mayor of the City of Loves Park, Illinois to sign the attached letter on behalf of the City opposing Senate Bill 2298 and the changes it would make to the Tax Increment Allocation Redevelopment Act. **WHEREAS**, the Tax Increment Allocation Redevelopment Act ("TIF Act"), 65 ILCS 5/11-74.4-1 et seq. is an important tool used by municipalities to develop and redevelop blighted properties; and **WHEREAS**, the City has successfully used the TIF Act to develop and redevelop areas of the City and create hundreds of new jobs that support the City's economy; and **WHEREAS**, Senate Bill 2298 seeks to make significant changes to the TIF Act that will greatly impair the ability of the City to use the economic development tools of the TIF Act to further create jobs and incentivize business activity in the City; and **WHEREAS**, THE City opposes these amendments to the TIF Act and wishes to express the City's desire in a letter, attached hereto as Exhibit A, that members of the Illinois legislature vote against Senate Bill 2298. **NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL FOR THE CITY OF LOVES PARK BOONE AND WINNEBAGO COUNTIES, ILLINOIS, AS FOLLOWS:**
1. The above recitals are incorporated by reference herein and made a part hereof.
  2. The Mayor and the City Council oppose the proposed amendments to the TIF Act as set forth in Senate Bill 2298 and approve the attached letter expressing such opposition.
  3. The Mayor is hereby authorized to sign the letter, in substantially the same form as incorporated herein and attached hereto as Exhibit A.
- Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson)
- RESOLUTION NO. 21-040**

18. Intergovernmental Agreement With Northern Illinois Land Bank Authority

Alderman Jacobson presented the following resolution authorizing the Mayor of the City of Loves Park, Illinois to execute an Intergovernmental Agreement with the Northern Illinois Land Bank Authority for the acquisition of certain properties through abandonment proceedings. **WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function; and **WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes cooperative arrangements between public agencies of the State of Illinois; and **WHEREAS**, NILBA is an intergovernmental agency formed by numerous Boone County, Stephenson County, and Winnebago County municipalities, including the City, to assist in the redevelopment and neighborhood stabilization efforts of its member municipalities; and **WHEREAS**, NILBA, through its counsel, works to acquire, manage, and repurpose vacant, abandoned, and tax delinquent properties within the City and surrounding municipalities; **WHEREAS**, Section 11-31-1(d) of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., authorizes the City to petition the circuit court to have property declared abandoned, and may thereafter petition for a judicial deed to property so declared )collectively “Abandonment Proceedings”), provided that the property is delinquent in real estate taxes or water bills for two or more years, is unoccupied by persons legally in possession, and contains a dangerous or unsafe building; and **WHEREAS**, NILBA is authorized to exercise the statutory authority of its member communities to take removal action, lien property, foreclose on liens, and petition a circuit court for a declaration of abandonment pursuant to 65 ILCS 5/11-31-1(d), as an agent of an individual member community; and **WHEREAS**, the City and NILBA seek to enter into an intergovernmental agreement (“IGA”), in substantially the same form as attached hereto as Exhibit A, to use Abandonment Proceedings to encourage economic redevelopment and rehabilitation of vacant, abandoned, and tax delinquent properties; and **WHEREAS**, the City has determined that the public interest would be served by entering into this intergovernmental agreement with NILBA. **NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF LOVES PARK, BOONE AND WINNEBAGO COUNTIES, ILLINOIS, AS FOLLOWS:**

1. The above recitals are incorporated by reference herein and made a part hereof.
2. The City believes that the intergovernmental agreement will enhance the City’s efforts at return vacant properties to usefulness through the utilization of shared and combined recourse in cooperation with NILBA.
3. The City believes that entering the intergovernmental agreement with NILBA will therefore be in the best interest of the City.
4. The Mayor and the City Clerk are hereby authorized to execute and attest to said intergovernmental agreement in substantially the same form as attached to and made part of this Resolution in Exhibit A.
5. This Resolution shall be in full force and effect from and immediately after its passage approval and publication as required by law.
6. The City Clerk is hereby directed to publish this Resolution in pamphlet form
7. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions thereof.
8. This Resolution supersedes all prior Resolutions or parts thereof adopted prior hereto which are in conflict herewith, to the extent of such conflict.

Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson)  
**RESOLUTION NO. 21-041**

- 19. Street Department To Hire Arc Design Resources For EZ Dinners Inc. Redevelopment Agreement  
 Alderman Schlensker presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that the Street Department Manager is authorized to hire Arc Design Resources, 5291 Zenith Parkway, Loves Park, IL 61111 for professional civil engineering services for the 2022 City Wide Street Improvement Program at a cost not to exceed sixty-five thousand dollars (\$65,000.00). The scope of work is defined on the attached "Agreement for Services." Funds shall be taken from Account No. 01-11-8047 (Design Engineering). Second by Alderman Jacobson. Motion carried. 10 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson)  
**RESOLUTION NO. 21-042**
  
- 20. Street Department To Sign Contract With Arc Design Resources For River Lane Phase 2 Design & Construction Rebuild Illinois Funds Project  
 Alderman Schlensker presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that the Street Department Manager is authorized to sign a contract with Arc Design Resources, 5291 Zenith Parkway, Loves Park, IL 61111 for construction services River Lane Phase 2 Design and Construction Rebuild Illinois Funds project at a cost not to exceed one hundred ten thousand dollars (\$110,000.00). The scope of work is defined on the attached "Agreement for Services." Funds shall be taken from Account No. 01-11-8047 (Design Engineering). Second by Alderman Jacobson. Motion carried. 10 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson)  
**RESOLUTION NO. 21-043**
  
- 21. Adjourn  
 Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:13 p.m.

**APPROVED:**

Robert J. Burden, City Clerk

**COMMITTEE MEETINGS:**

Codes & Regulations:	Monday, May 24, 2021 Following City Council
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**STANDING COMMITTEE MEETINGS:**

Community Development:	Following Council Meeting 6:15 p.m.
Finance and Administration:	Prior to Council Meeting 5:40 p.m.
Public Works:	Prior to Council Meeting 5:15 p.m.
Zoning Board of Appeals:	3 <sup>rd</sup> Thursday of the Month 5:30 p.m.





# **LOVES PARK** **POLICE**

540 Loves Park Drive, Loves Park, IL 61111  
Phone 815/654-5015 Fax 815/633-0555

To: Alderman Doug Allton  
From: Chief Charles Lynde  
Date: 05/24/2021  
Subject: Police Activity Report

Police activity report for the week of 05/09/2021 through 05/15/2021

Calls for Service	444
Total Number of Arrests	125
Accidents	11

MICHAEL MCCAMMOND  
DEPUTY CHIEF OF POLICE

CHARLES LYNDE  
CHIEF OF POLICE

SHANE LYNCH  
DEPUTY CHIEF OF POLICE

# Loves Park FD

Loves Park, IL

This report was generated on 5/18/2021 1:55:40 PM



## Incident Statistics

Zone(s): All Zones | Start Date: 05/11/2021 | End Date: 05/17/2021

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		59	
FIRE		29	
<b>TOTAL</b>		<b>88</b>	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
<b>TOTAL</b>			
PRE-INCIDENT VALUE		LOSSES	
<b>\$22,500.00</b>		<b>\$100.00</b>	
CO CHECKS			
746 - Carbon monoxide detector activation, no CO		1	
<b>TOTAL</b>		<b>1</b>	
MUTUAL AID			
Aid Type		Total	
Aid Given		9	
Aid Received		4	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
33		37.5	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station #1	0:07:59	0:04:14	
Station #2	0:06:53	0:06:19	
<b>AVERAGE FOR ALL CALLS</b>		<b>0:06:49</b>	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station #1	0:03:09	0:00:50	
Station #2	0:02:18	0:01:34	
<b>AVERAGE FOR ALL CALLS</b>		<b>0:01:52</b>	
AGENCY	AVERAGE TIME ON SCENE (MM:SS)		
Loves Park FD	16:00		

Only Reviewed Incidents included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



**Department of Public Works  
Street Department Weekly Activity Report**

Submitted by: David Jacobson  
Public Works Foreman

Week of May 17, 2021 thru May 24, 2021

**Previous week's activity:**

1. Continued street sweeping.
2. Mow all areas
3. Continued working on trucks.
4. Started sidewalk replacement program

**Proposed work:**

1. Continue street sweeping.
2. Trim/remove trees Nimitz Rd and McFarland
3. Continue mowing.
4. Continue sidewalk replacement program.
5. Fill potholes as needed.

# Loves Park Water Department

## Weekly Activity Report

Submitted by: Craig McDonald  
Department Manager

Date: **5/10/21-5/17/21**

Previous week's activity:

1. Routine work:
  - a. Install new meters
  - b. JULIE locates
  - c. Chemical tests
  - d. Back wash wells as needed
  - e. Read commercial and residential meters
2. Continued S.C.A.D.A. radio upgrades at all facilities
3. Continued replacing large commercial meters and install ERT'S.
4. Repaired service leak at 4905-11 Squaw Valley Dr.
5. Continued flushing Zone 5.
6. Continue flushing zones 2 and 3

Work anticipated for this week:

1. Routine work
2. Complete S.C.A.D.A. radio upgrades at all facilities.
3. Continue replacing large commercial meters and install ERT'S.
4. Finish Flushing Zone 5
5. Finish flushing zones 2 and 3
6. Notify and start flushing zone 1
7. Repair main break at 507 Boylston St.

**CITY OF LOVES PARK  
AGENDA  
FINANCE & ADMINISTRATION COMMITTEE  
MONDAY, MAY 24, 2021 – 5:40 P.M.  
CITY COUNCIL CHAMBERS**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. APPROVAL OF MINUTES**

**4. ITEMS FOR CONSIDERATION**

- A. Resolution authorizing the Street Department Manager to hire Peter Brackett as full time employee within the Public Works Department.**
- B. Resolution authorizing the Street Department Manager to hire Eric Brockway as full time employee within the Public Works Department.**
- C. Resolution authorizing the City Treasurer to pay the Illinois Municipal League for conference and hotel reservations for the 2021 Illinois Municipal League Conference in September 2021.**
- D. Resolution authorizing the City Treasurer to sign a purchase/lease agreement with US Bancorp Government Leasing & Finance at a cost of \$104,376.71 annually for three years for the financing of two 2022 International Plow Trucks and plow equipment.**
- E. Resolution authorizing the Mayor to execute a Natural Gas Franchise Agreement renewal with Nicor Gas Company.**

**5. LIST OF BILLS**

**6. GENERAL DISCUSSION/PUBLIC COMMENT**

**Anyone wishing to speak at the Finance Committee meeting shall contact the Mayor's office by 4:00 p.m. the day of the scheduled meeting at 815-654-5030.**

**7. ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE  
MEETING MINUTES  
CITY HALL COUNCIL CHAMBERS

DATE OF MEETING: May 17, 2021

CALLED TO ORDER: 5:40 P.M.

MEMBERS PRESENT: Aldermen John Jacobson, Jim Puckett, John Pruitt, Mark Peterson

ALSO PRESENT: Attorney Gino Galluzzo, Aldermen A. Marie Holmes, Robert Schlensker, Doug Allton, Nancy Warden, Dan Jacobson, James Thompson  
Treasurer John Danielson, Chief Wiltfang

MINUTES APPROVAL: May 10, 2021

Alderman Peterson moved to approve minutes. Second by Alderman Pruitt.  
Motion carried. 4 Ayes – 0 Nays

ITEMS FOR CONSIDERATION

1. List of Bills: No questions or concerns.
2. Items for consideration.
  - A. Resolution authorizing the Mayor to sign an Intergovernmental Cooperation Agreement with the Northern Illinois Land Bank Authority.  
  
Alderman Peterson moved to approve. Second by Alderman Pruitt.  
Motion carried. 4 Ayes – 0 Nays
  - B. Resolution authorizing the Mayor to sign a letter opposing Senate Bill 2298 in reference to proposed changes to the TIF Act.  
  
Alderman Peterson moved to approve. Second by Alderman Pruitt.  
Motion carried. 4 Ayes – 0 Nays
3. General Discussion.
4. Adjournment.  
  
Alderman Peterson moved for adjournment. Second by Alderman Pruitt.  
Motion carried. 4 Ayes – 0 Nays  
  
Adjournment: 5:46 P.M.

RESPECTFULLY SUBMITTED: ALDERMAN JOHN JACOBSON OF THE FINANCE COMMITTEE

**CITY OF LOVES PARK  
CODES & REGULATIONS COMMITTEE AGENDA  
MAY 24, 2021 6:15 P.M.**

**VIRTUAL MEETING HELD AT [WWW.CITYOFLOVESPARK.COM](http://WWW.CITYOFLOVESPARK.COM) AND ON THE CITY  
OF LOVES PARK'S FACEBOOK PAGE**

- 1. CALL TO ORDER**
  
- 2. ROLL CALL**
  
- 3. APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD MAY 17, 2021**
  
- 4. ITEMS FOR CONSIDERATION**
  - A. Special Event Permit application from Lisa Nolley for an antique and craft event to be held at 1028 Windsor Road on July 17, 2021.**
  - B. Special Event Permit application from North American Midway & Entertainment for the Rockford Town Fair to be held at the Rockford Speedway June 3-6, 2021.**
  
- 5. PUBLIC COMMENT**

**Anyone wishing to speak at the city council meeting shall contact the City Clerk's office preceding the scheduled meeting at 815-654-5034.**
  
- 6. GENERAL DISCUSSION**
  
- 7. ADJOURN**

**City of Loves Park  
Codes & Regulations Committee  
May 17, 2021**

- I. Call to Order – the meeting was called to order by Alderman Warden, Chairman at 6:15.  
Committee Members Present- Alderman Thompson, Alderman Schlensker, Alderman Jacobson. Also in Attendance – Laura Andrew, Ctpal Patel, Parthiv Shah, Steve Thompson, Dale Vandenberg
- II. The Minutes of the April 5, 2021 meeting were approved upon motion by Alderman Warden. Seconded by Alderman Jacobson. Vote 4 – 0 to approve.
- III. Items for Consideration
  - A. Application for a “Class D” liquor license located at 5905 North Second Street.  
**Motion to Approve by Alderman Schlensker. Second by Alderman Jacobsen.  
Vote 4 – 0 to approve.**
  - B. Application for a “Class D” liquor license located at 411 East Riverside Boulevard.  
**Motion to Approve by Alderman Schlensker. Second by Alderman Jacobson.  
Vote 4 – 0 to approve.**
  - C. Parth Enterprise, Inc. is requesting a change in liquor class, from a Class “E” to a Class “B” at the following location: 6217 North Second Street, DBA Clark on the Go.  
**Motion to Approve by Alderman Schlensker. Second by Alderman Thompson.  
Vote 4 – 0 to approve.**
  - D. S&M Associates, Inc. is requesting a change in liquor class, from a Class “E” to a Class “B”, at the following location: 4291 Perryville Road, DBA Loves Park Phillips 66.  
**Motion to Approve by Alderman Schlensker. Second by Alderman Thompson.  
Vote 4 – 0 to approve.**
- IV. General Discussion -Steve Thompson reported that the liquor license classes are being reviewed and revised. Those revisions will be coming to the committee shortly.
- V. Public Comment - None
- VI. Adjournment – the meeting was adjourned at 6:21 pm upon motions by Alderman Thompson and Alderman Schlensker. Vote 4 – 0 in favor.

Respectfully submitted by:  
Nancy Warden  
Committee Chairman





GREGORY R. JURY, MAYOR - ROBERT J. BURDEN, CITY CLERK - JOHN C. DANIELSON, CITY TREASURER

## **CIVIL SERVICE COMMISSION OF THE CITY OF LOVES PARK AGENDA**

City Hall, 100 Heart Boulevard, Loves Park, IL 61111

Wednesday, May 26, 2021 at 6:00 p.m.

- I. Call to Order
- II. Public Comment
- III. Old Business
- IV. New Business
  - A. Police Department Clerical – Approve List of Interviewees
  - B. Police Department Clerical Oral Interviews \*
- V. Adjournment

\* Items indicated as “closed session” may be conducted in closed session pursuant to Section 2(c)(1) of the Open Meetings Act, 5 ILCS 120/2(c)(1) or other applicable provisions of the Act.

## CITY OF LOVES PARK

BY ALDERMAN

RESOLUTION NO.

DATE: **May 24, 2021**

DEPARTMENT: **City Clerk's Office**

**RESOLVED, that by the adoption of this resolution,**

**That the City Treasurer is hereby authorized to pay the Illinois Municipal League for conference and hotel reservations for interested Loves Park city officials to attend the 2021 Illinois Municipal League Conference in Chicago, IL, September 23-25, 2021.**

\_\_\_\_\_  
**Ald. John Jacobson, Chairman**

\_\_\_\_\_  
**Ald. Jim Puckett**

\_\_\_\_\_  
**Ald. Mark Peterson, Vice Chairman**

\_\_\_\_\_  
**Mayor Gregory R. Jury**

\_\_\_\_\_  
**Ald. John Pruitt**

\_\_\_\_\_  
**Attest: Robert J. Burden**

**MOTION:  
SECOND:  
VOTING:**

# City of Loves Park

ALDERMAN: J. Jacobson

Resolution No.:

DATE: May 24, 2021

DEPARTMENT: Finance and Administration

**RESOLVED, by the adoption of this Resolution,** that based on the results of the most recent examination as conducted by the Civil Service Commission, the Street Department Manager is hereby authorized to hire Eric Brockway as a full time employee within the Department of Public Works.

Employment shall be effective beginning June 1, 2021 and shall be in accordance with terms of the current agreement between the Operators Local 150 bargaining unit and the City of Loves Park.

\_\_\_\_\_  
Chairman Ald. J. Jacobson

\_\_\_\_\_  
Vice – Chairman Ald. M. Peterson

\_\_\_\_\_  
Ald. J. Pruitt

\_\_\_\_\_  
Ald. J. Puckett

\_\_\_\_\_  
Mayor Gregory R. Jury

\_\_\_\_\_  
Attest: City Clerk Robert J. Burden

MOTION:

SECOND:

VOTING:

# City of Loves Park

ALDERMAN: J. Jacobson

Resolution No.:

DATE: May 24, 2021

DEPARTMENT: Finance and Administration

**RESOLVED, by the adoption of this Resolution,** that based on the results of the most recent examination as conducted by the Civil Service Commission, the Street Department Manager is hereby authorized to hire Peter Brackett as a full time employee within the Department of Public Works.

Employment shall be effective beginning May 25, 2021 and shall be in accordance with terms of the current agreement between the Operators Local 150 bargaining unit and the City of Loves Park.

\_\_\_\_\_  
Chairman Ald. J. Jacobson

\_\_\_\_\_  
Vice – Chairman Ald. M. Peterson

\_\_\_\_\_  
Ald. J. Pruitt

\_\_\_\_\_  
Ald. J. Puckett

\_\_\_\_\_  
Mayor Gregory R. Jury

\_\_\_\_\_  
Attest: City Clerk Robert J. Burden

MOTION:

SECOND:

VOTING:

## CITY OF LOVES PARK

ALDERMAN JOHN JACOBSON

RESOLUTION NO.

DATE: MAY 24, 2021

DEPARTMENT: FINANCE &  
ADMINISTRATION COMMITTEE

### A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LOVES PARK, ILLINOIS TO EXECUTE A NATURAL GAS FRANCHISE AGREEMENT RENEWAL WITH NICOR GAS COMPANY

**WHEREAS**, pursuant to the Illinois Municipal Code, 65 ILCS 5/1 *et seq.*, and other statutory provisions, the City of Loves Park, an Illinois municipal corporation ("City") is authorized and empowered to adopt and enforce the provisions of this Resolution; and

**WHEREAS**, on June 7, 1971 the City entered into a natural gas franchise agreement ("Franchise Agreement") with Northern Illinois Gas Company ("NICOR") to permit the construction, operation and maintenance of a gas distributing system in, on, over and under public ways to serve the residents of the City; and

**WHEREAS**, the Franchise Agreement expires on June 7, 2021; and

**WHEREAS**, NICOR has requested a renewal of its Franchise Agreement with the City; and

**WHEREAS**, the City has determined that NICOR has the financial, legal and technical ability to provide gas services to users located in the City; and

**WHEREAS**, the City has determined that the public interest would be served by renewing the present Franchise Agreement with NICOR.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF LOVES PARK, BOONE AND WINNEBAGO COUNTIES, ILLINOIS, AS FOLLOWS:**

1. The above recitals are incorporated by reference herein and made a part hereof.
2. The Mayor and the City Council do hereby grant and approve the renewal of a natural gas franchise agreement with NICOR for a period of thirty (30) years from June 8, 2021 through June 7, 2051, which franchise agreement shall be in substantially the form attached hereto and made a part hereof as Exhibit "A".
3. The Mayor and the City Clerk are hereby authorized to execute and attest to said franchise agreement.
4. This resolution shall be in full force and effect from and immediately after its passage approval and publication as required by law.
5. The City Clerk is hereby directed to publish this resolution in pamphlet form.
6. If any section, subsection, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions thereof.

7. This resolution supersedes all prior resolution or parts thereof adopted prior hereto which are in conflict herewith, to the extent of such conflict.

**PASSED** by the City Council of the City of Loves Park this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Alderman John Jacobson, Chairman

\_\_\_\_\_  
Alderman Mark Peterson, Vice Chairman

\_\_\_\_\_  
Alderman John Pruitt

\_\_\_\_\_  
Alderman Jim Puckett

\_\_\_\_\_  
Mayor Gregory R. Jury

\_\_\_\_\_  
Attest: City Clerk Robert J. Burden

MOTION:

SECOND:

VOTING:

CITY OF LOVES PARK

BY ALDERMAN John Jacobson RESOLUTION NO.

DATE: May 24, 2021

DEPARTMENT: Finance & Administration  
Committee

RESOLVED, that by the adoption of this resolution,

The City Treasurer is authorized to sign a purchase/lease agreement with US Bancorp Government Leasing & Finance at a cost of \$104,376.71 annually for three years for the purpose of financing the two 2022 International Plow Trucks and plow equipment authorized by Res. 21-014. The first payment is due in May 2022 and the interest rate is 1.32%.

Funds for this agreement will be expended from account #01-01-6497 – Debt Service/Principal and #01-01-6498 – Debt Service/Interest.

\_\_\_\_\_  
Ald. John Jacobson, Chairman

\_\_\_\_\_  
Ald. Jim Puckett

\_\_\_\_\_  
Ald. Mark Peterson, Vice Chairman

\_\_\_\_\_  
Mayor Gregory R. Jury

\_\_\_\_\_  
Ald. John Pruitt

\_\_\_\_\_  
Attest: Robert J. Burden

MOTION:  
SECOND:  
VOTING:

## DOCUMENT CHECKLIST

**PLEASE SCAN ALL OF THE DOCUMENT TO EF.DOCS.GLF@USBANK.COM**  
**PRIOR TO SENDING ORIGINALS TO ADDRESS BELOW**

PLEASE EXECUTE ONE (1) ORIGINAL SET OF ALL DOCUMENTS  
(NO FRONT & BACK COPIES, PLEASE)

### RETURN ALL ORIGINALS TO:

U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.  
KEVIN JARAMILLO  
13010 SW68TH PARKWAY, SUITE 100  
PORTLAND, OR 97223  
303-585-4079

- Addendum/Amendment to Master Tax-Exempt Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- Property Schedule No. 4** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- Property Description and Payment Schedule – Exhibit 1**
- Lessee's Counsel's Opinion – Exhibit 2.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- Lessee's General and Incumbency Certificate – Exhibit 3.** Include in your return package a copy of the board minutes or resolution for our files.
- Payment of Proceeds Instructions – Exhibit 4.** Intentionally Omitted.
- Acceptance Certificate – Exhibit 5.** Intentionally Omitted.
- Bank Qualification and Arbitrage Rebate – Exhibit 6.**
- Notification of Tax Treatment** – Please provide your State of Sales/Use tax Exemption Certificate.
- Form 8038-G** – Blank form and instructions provided to Lessee. Please consult your CPA, local legal or bond counsel to fill out. Please **provide a copy** for closing and **mail the original to the IRS** at the following address (pre-paid UPS label will be provided upon request):

Internal Revenue Service Center  
Department of Treasury  
1973 Rulon White Blvd  
Ogden, UT 84201-1000
- Vehicle Titling Memo**
- Escrow Agreement** – This document needs to be executed by the Executing Official defined in the Lessee's Certificate – Exhibit 3.
  - Investment Direction Letter – Exhibit 1.** This document needs to be executed by the Executing Official.
  - Schedule of Fees – Exhibit 2.**
  - Requisition Request – Exhibit 3.** This document should be retained by Lessee and utilized to request disbursements from the escrow account. Please make copies and fill out as many as are needed.
  - Final Acceptance Certificate - Exhibit 4.** This document should be retained by Lessee and provided to Lessor once all the proceeds have been disbursed from the escrow account.
  - Escrow Incumbency Certificate & Call-backs – Exhibit 5.**
  - Class Action Negative Consent Letter – Exhibit 6.**
  - IRS Form W-9.** This document should be retained by Lessee and submitted with the Requisition Request(s) for each vendor being paid. Please make copies and fill out as many as are needed.
- Insurance Authorization and Verification** – To be filled out by the Purchaser and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Purchaser self-insures, is required prior to funding.



## ADDENDUM (ILLINOIS) Master Tax-Exempt Lease/Purchase Agreement

THIS ADDENDUM, which is entered into as of May 28, 2021 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and City of Loves Park ("Lessee"), is intended to modify and supplement Property Schedule No. 4 (the "Property Schedule") to the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of March 13, 2018 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

1. The Master Agreement is amended and restated with respect to the Property Schedule as follows:

(a) Notwithstanding anything to the contrary set forth in the Master Agreement, title to the Property subject to the Property Schedule shall remain in Lessor during the Lease Term for the Property Schedule, subject to Lessee's rights under the Property Schedule.

(b) Section 7.03 of the Master Agreement is deleted in its entirety.

(c) Section 13.02(b) of the Master Agreement is amended and restated to read in its entirety as follows:

Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee except with respect to unpaid costs and expenses incurred by Lessor in connection with the disposition of the Property.

2. In addition to the representations, warranties and covenants of Lessee set forth in the Master Agreement, Lessee, as of the Commencement Date for the Property Schedule, represents, warrants and covenants for the benefit of Lessor as follows:

(a) If Lessee is a county, the debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 55, §§5/5-1012, 5/5-1083 (which provide in substance that the total amount of Lease Payments payable under the Property Schedule, when aggregated with existing indebtedness, may not exceed 5.75 percent of the value of the taxable property of Lessee), have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such test]*.

(b) If Lessee is a municipality, the debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 65, §5/11-61-3 (which provides in substance that the total amount of Lease Payments payable under the Property Schedule, when aggregated with existing indebtedness, may not exceed 8.625 percent of the value of the taxable property of Lessee), have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such test]*.

(c) If Lessee is a school district, any debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 105, §5/19-1 have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such test]*; and the Property Schedule has been approved by two-thirds of the members of the governing body of Lessee.

(d) If Lessee is a fire district, any debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 70, §705/12 have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such test]*.

(e) If Lessee is a hospital district, any debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 70, §910/21.2 have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such test]*.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: City of Loves Park</b>
By:
Name:
Title:

Attest:
By
Name:
Title:

# Property Schedule No. 4

## Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 4** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of March 13, 2018, between U.S. Bancorp Government Leasing and Finance, Inc., and City of Loves Park.

- Entire Agreement; Interpretation.** The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. The Master Agreement, this Property Schedule and the associated documents hereto constitute the entire agreement between Lessor and Lessee with respect to the Property and supersede any purchase order, invoice, request for proposal, response or other related document. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
- Commencement Date.** The Commencement Date for this Property Schedule is May 28, 2021.
- Property Description and Payment Schedule.** The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
- Opinion.** The Opinion of Lessee's Counsel is attached as Exhibit 2.
- Lessee's Certificate.** The Lessee's Certificate is attached as Exhibit 3.
- Proceeds.** Exhibit 4 is intentionally omitted.
- Acceptance Certificate.** Exhibit 5 is intentionally omitted.
- Additional Purchase Option Provisions.** In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at anytime by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
- Private Activity Issue.** Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
- Bank Qualification and Arbitrage Rebate.** Attached as Exhibit 6.
- Expiration.** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by July 3, 2021.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: City of Loves Park</b>
By:
Name:
Title:

Attest:
By
Name:
Title:

**EXHIBIT 1**

**Property Description and Payment Schedule**

Re: **Property Schedule No. 4** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Loves Park.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

\_\_\_\_\_ Address

\_\_\_\_\_ City, State Zip Code

USE: Plow Trucks and Equipment - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$305,041.82

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	28-May-2022	104,376.71	100,350.16	4,026.55	NA
2	28-May-2023	104,376.71	101,674.78	2,701.93	106,107.39
3	28-May-2024	104,376.71	103,016.88	1,359.83	0.00
<b>TOTAL</b>		<b>313,130.12</b>	<b>305,041.82</b>	<b>8,088.30</b>	

Interest Rate: 1.32%

<b>Lessee: City of Loves Park</b>
By:
Name:
Title:

EXHIBIT A

Property Description

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Plow Trucks and Equipment

VIN #'s To Be Determined

## EXHIBIT 2

### Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

May 28, 2021

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

City of Loves Park  
100 Heart Boulevard  
Loves Park, IL 61111  
Attention: Amy Resenbeck

RE: Property Schedule No. 4 dated as of May 28, 2021 to the Master Tax-Exempt Lease/Purchase Agreement dated March 13, 2018 between U.S. Bancorp Government Leasing and Finance, Inc. and City of Loves Park.

Ladies and Gentlemen:

We have acted as special counsel to City of Loves Park ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of March 13, 2018 (the "Master Agreement"), between City of Loves Park, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 4 (the "Property Schedule") dated as of May 28, 2021, pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT 3**

**Lessee's General and Incumbency Certificate**

**GENERAL CERTIFICATE**

Re: **Property Schedule No. 4** dated as of May 28, 2021 to the Master Tax-Exempt Lease/Purchase Agreement dated March 13, 2018 between U.S. Bancorp Government Leasing and Finance, Inc. and City of Loves Park.

The undersigned, being the duly elected, qualified and acting \_\_\_\_\_  
(Title of Person to Execute Lease/Purchase Agreement)  
of the City of Loves Park ("Lessee") does hereby certify, as of May 28, 2021, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of May 28, 2021.

City of Loves Park

By \_\_\_\_\_  
Signature of Person to Execute Lease/Purchase Agreement

\_\_\_\_\_  
Print Name and Title of Person to Execute Lease/Purchase Agreement



**INCUMBENCY CERTIFICATE**

Re: **Property Schedule No. 4** dated as of May 28, 2021 to the Master Tax-Exempt Lease/Purchase Agreement dated as of March 13, 2018 between U.S. Bancorp Government Leasing and Finance, Inc. and City of Loves Park.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the City of Loves Park ("Lessee") does hereby certify, as of May 28, 2021, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

\_\_\_\_\_  
(Signature of Person to Execute Lease/Purchase Agreement)

\_\_\_\_\_  
(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of May 28, 2021.

\_\_\_\_\_  
Secretary/Clerk

Print Name  
and Title: \_\_\_\_\_

EXHIBIT 4

Payment of Proceeds Instructions

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Intentionally Omitted.

EXHIBIT 5

Acceptance Certificate

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Intentionally Omitted.

**EXHIBIT 6**

**Bank Qualification And Arbitrage Rebate**

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No. 4** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Loves Park

**PLEASE CHECK EITHER:**

**Bank Qualified Tax-Exempt Obligation under Section 265**

\_\_\_\_\_ Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

\_\_\_\_\_ Not applicable.

**Arbitrage Rebate**

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

***Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.***

<b>Lessee: City of Loves Park</b>
By:
Name:
Title:

\*Please be sure to select ONE option above.

## Language for UCC Financing Statements

### Property Schedule No. 4

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: City of Loves Park

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. 4 dated May 28, 2021 to that certain Master Tax-Exempt Lease Purchase Agreement dated as of March 13, 2018, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

## Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

---

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of March 13, 2018 and the related Property Schedule No. 4 dated May 28, 2021, between Lessor and Lessee (the "Agreement").

- \_\_\_\_\_ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- X   Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- \_\_\_\_\_ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- \_\_\_\_\_ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- \_\_\_\_\_ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

<b>Lessee: City of Loves Park</b>
By:
Name:
Title:

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>	
b If bonds are BANs, check only box 19b		<input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>	
<b>b</b>	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
<b>c</b>	Enter the name of the GIC provider ▶ _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
<b>c</b>	Enter the EIN of the issuer of the master pool bond ▶ _____		
<b>d</b>	Enter the name of the issuer of the master pool bond ▶ _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .		<input type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .		<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ▶ _____		
<b>c</b>	Type of hedge ▶ _____		
<b>d</b>	Term of hedge ▶ _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .		<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .		<input type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .		<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____		
<b>b</b>	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative	Date	▶ _____ Type or print name and title
--	------	---

**Paid Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶				Firm's EIN ▶
Firm's address ▶				Phone no.



# Instructions for Form 8038-G



Department of the Treasury  
Internal Revenue Service

(Rev. September 2018)

## Information Return for Tax-Exempt Governmental Bonds

Section references are to the Internal Revenue Code unless otherwise noted.

### Future Developments

For the latest information about developments related to Form 8038-G and its instructions, such as legislation enacted after they were published, go to [IRS.gov/Form8038G](http://IRS.gov/Form8038G).

### What's New

The Tax Cuts and Jobs Act (P.L. 115-97) repealed the exclusion from gross income for interest on bonds issued to advance refund tax-exempt bonds. The repeal applies to advance refunding bonds issued after 2017. A bond is an advance refunding bond if it is issued more than 90 days before the redemption of the refunded bonds.

The Tax Cuts and Jobs Act also repealed the authority to issue tax-credit bonds and direct-pay bonds. The repeal applies to qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, and qualified school construction bonds issued after 2017. The authority to issue recovery zone economic development bonds and build America bonds expired on January 1, 2011.

**Note.** The creation of an advance refunding escrow account to advance refund tax-credit bonds and/or direct-pay bonds may result in the reissuance of the bonds and the loss of the tax benefits.

### General Instructions

#### Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental bonds to provide the IRS with the information required by section 149(e) and to monitor compliance with the requirements of sections 141 through 150.

### Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental bonds issued after December 31, 1986, issuers must file...
\$100,000 or more	a <b>separate</b> Form 8038-G for <b>each</b> issue.
less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales.

### When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-G under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

### Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services (PDS) designated by the IRS to meet the "timely mailing as timely filing" rule for tax returns. Go to [IRS.gov/PDS](http://IRS.gov/PDS) for the current list of designated services.

The PDS can tell you how to get written proof of the mailing date.

For the IRS mailing address to use if you're using PDS, go to [IRS.gov/PDSstreetAddresses](http://IRS.gov/PDSstreetAddresses).



**CAUTION** PDS can't deliver items to P.O. boxes. You must use the U.S. Postal Service to mail any item to an IRS P.O. box address.

### Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

### Rounding to Whole Dollars

You can round off cents to whole dollars. If you do round to whole dollars, you must round all amounts. To round, drop amounts under 50 cents and increase amounts from 50 to 99 cents to the next dollar (for example, \$1.39 becomes \$1 and \$2.50 becomes \$3).

If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

### Definitions

**Bond.** This is any obligation, including bond, note, commercial paper, installment purchase agreement, or financing lease.

**Taxable bond.** This is any bond the interest on which is not excludable from gross income under section 103. Taxable bonds include tax credit bonds and direct pay bonds.

**Tax-exempt bond.** This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental bond.** A tax-exempt bond that is not a private activity bond (see next) is a tax-exempt governmental bond. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes a bond issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use; **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or

payments for such property), **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units, and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

**Issue price.** The issue price of bonds is generally determined under Regulations section 1.148-1(f). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the bonds are sold to the public. To determine the issue price of a bond issued for property, see sections 1273 and 1274 and the related regulations.

**Issue.** Generally, bonds are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions (see Regulations section 1.149(e)-1(e)(2)). However, bonds issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan"), or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the bonds are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for bonds issued under a draw-down loan that meet the requirements of the preceding sentence, bonds issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first bond. Likewise, bonds (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first bond.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets **both** of the following conditions.

1. At least 75% of the available construction proceeds are to be used for

construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization.

2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1<sup>1</sup>/<sub>2</sub>% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

**Pooled financing issue.** This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

## Specific Instructions

### Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

**Line 1.** The issuer's name is the name of the entity issuing the bonds, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply online by visiting the IRS website at [IRS.gov/EIN](https://www.irs.gov/EIN). The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

**Line 3a.** If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed on line 3a must be an individual. Do

not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

**Note.** By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

**Lines 4 and 6.** If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

**Note.** The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

**Line 7.** The date of issue is generally the first date on which the issuer physically exchanges any bond included in the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

**Line 8.** If there is no name of the issue, please provide other identification of the issue.

**Line 9.** Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

**Line 10a.** Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

## Part II—Type of Issue



*Elections referred to in Part II are made on the original bond documents, not on this form.*

Identify the type of bonds issued by entering the issue price in the box corresponding to the type of bond (see *Issue price* under *Definitions*, earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these bonds, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

**Line 18.** Enter a description of the issue in the space provided.

**Line 19.** If the bonds are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the bonds are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

**Line 20.** Check this box if property other than cash is exchanged for the bond, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of bond is sometimes referred to as a “municipal lease.”) Also check this box if real property is directly acquired in exchange for a bond to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the bond are received in the form of cash, even if the term “lease” is used in the title of the issue.

## Part III—Description of Bonds

**Line 21.** For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions*, earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write “N/A” in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to figure the present value of all payments of principal and interest to be paid on the bond, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to figure the yield on an issue. If the issue is a variable rate issue, write “VR” as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

## Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write “N/A” in the space to the right of the title for Part IV.

**Line 22.** Enter the amount of proceeds that will be used to pay interest on the issue accruing prior to the date of issue. For definition of date of issue, see these instructions, line 7.

**Line 24.** Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

**Line 25.** Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

**Line 26.** Enter the amount of proceeds that will be allocated to such a fund.

**Line 27.** Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any tax-exempt bonds, including proceeds that will be used to fund an escrow account for this purpose.

**Line 28.** Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any taxable bonds, including proceeds that will be used to fund an escrow account for this purpose.

## Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds or taxable bonds. For a lease or installment sale, write “N/A” in the space to the right of the title for Part V.

**Lines 31 and 32.** The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined

in the same manner as on line 21, column (d).

**Line 34.** If more than a single issue of tax-exempt bonds or taxable bonds will be refunded, enter the date of issue for each refunded issue. Enter the date in an MM/DD/YYYY format.

## Part VI—Miscellaneous

**Line 35.** An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

**Line 36.** If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

**Line 37.** If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax exempt.

**Line 38.** If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool bond, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

**Line 40.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the “election document.”

**Line 41a.** Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for figuring arbitrage.

**Line 42.** In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

**Line 43.** If the issuer takes a “deliberate action” after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private

activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

**Line 44.** Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

**Line 45a.** Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

**Line 45b.** An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

**Signature and Consent**

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the

name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

**Note.** If the issuer in Part I, lines 3a and 3b, authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

**Paid Preparer**

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

**Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the

United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

<b>Learning about the law or the form</b> . . . . .	2 hr., 41 min.
<b>Preparing, copying, assembling, and sending the form to the IRS</b> . . . . .	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through [IRS.gov/FormComments](http://IRS.gov/FormComments).

Or you can write to:

Internal Revenue Service  
Tax Forms and Publications  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224

**Do not** send the form to this address. Instead, see *Where To File*, earlier.

# VEHICLE TITLING ADDENDUM

Master Tax-Exempt Lease/Purchase Agreement dated March 13, 2018 and related Property Schedule No. 4 dated May 28, 2021, between City of Loves Park as Lessee and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor.

1. Lessor and Lessee hereby agree to amend the above referenced Agreement to add additional terms and conditions as set forth below:

Lessee agrees that it will provide to Lessor the original title documentation to the Equipment. Lessee shall provide such title documentation to Lessor within 15 days of Lessee's receipt of such title documentation from the appropriate titling authority. Lessee's failure to provide Lessor with title documentation to the Equipment in a timely fashion shall be deemed a condition of Default as defined in the default paragraph herein subject to remedies available to Lessor pursuant to the remedies paragraph.

2. Location: Lessor agrees that in regard to the location of the equipment, Lessee must be responsible for maintaining records showing the location of each piece of Leased equipment. Lessee will report this location to Lessor upon written request by Lessor. Failure to do so shall constitute a breach of the Agreement, which default shall be governed by the terms and conditions specified in the default and/or remedies paragraph of the Agreement.

3. Lessee will complete the physical titling of the vehicle as required by the state of Lessee's residence and guarantee U.S. Bancorp Government Leasing and Finance, Inc. that U.S. Bancorp Government Leasing and Finance, Inc. will receive the original title to the leased vehicle in a timely manner. Lessee agrees to indemnify U.S. Bancorp Government Leasing and Finance, Inc. from any damage or loss it incurs, including legal fees, due to its failure to complete its agreement herein.

## THE APPLICATION FOR TITLE MUST INCLUDE THE FOLLOWING AS 1<sup>ST</sup> LIEN HOLDER:

**U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.**  
**1310 MADRID STREET**  
**MARSHALL, MN 56258**

By signing this Addendum, Lessee acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects the terms and conditions of the Agreement remain in full force and effect.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:
Date:

<b>Lessee: City of Loves Park</b>
By:
Name:
Title:
Date:

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of May 28, 2021 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Lessor*"), City of Loves Park ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of March 13, 2018 (the "*Master Agreement*") and a Property Schedule No. 4 thereto dated May 28, 2021 (the "*Schedule*") and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$305,041.82, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to

collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's acceptance fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessee's authorized signatures are provided in Exhibit 5 attached hereto. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto.

Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Exhibit 5 hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Exhibit 5, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Lessee's or Lessor's executive officers ("Executive Officers"), as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Lessee and Lessor agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Lessee and Lessor to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. Lessee and Lessor acknowledge that these optional security procedures are commercially reasonable.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate upon the distribution of all the amounts in the Escrow Fund pursuant to any applicable provision of this Agreement, and Escrow Agent will thereafter have no further obligation or liability whatsoever with respect to this Agreement.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice to Lessee and Escrow Agent. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, (d) by facsimile with a confirmed receipt or (e) by email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the Recipient, by return email or notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section).

Escrow Agent shall have the right to accept and act upon any notice, instruction, or other communication, including any funds transfer instruction, (each, a "Notice") received pursuant to this Agreement by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) and shall not have any duty to confirm that the person sending such Notice is, in fact, a person authorized to do so. Electronic signatures believed by Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of hand written signatures and



digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider identified by any other party hereto and acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Each other party assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to Escrow Agent, including without limitation the risk of Escrow Agent acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, Escrow Agent may in any instance and in its sole discretion require that a Notice in the form of an original document bearing a manual signature be delivered to Escrow Agent in lieu of, or in addition to, any such electronic Notice.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bancorp Government Leasing and Finance, Inc., as Lessor
By:
Name:
Title:
Address: 13010 SW 68 <sup>th</sup> Parkway, Suite 100 Portland, OR 97223

City of Loves Park, as Lessee
By:
Name:
Title:
Address: 100 Heart Boulevard Loves Park, IL 61111

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association Global Corporate Trust 950 17 <sup>th</sup> Street, 5 <sup>th</sup> Floor Denver, CO 80202

EXHIBIT 1

**U.S. BANK NATIONAL ASSOCIATION  
MONEY MARKET ACCOUNT AUTHORIZATION FORM  
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

**AUTOMATIC AUTHORIZATION**

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

City of Loves Park

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Directing Party

\_\_\_\_\_  
Trust Account Number – includes existing and  
future sub-accounts unless otherwise directed

\_\_\_\_\_  
Title/Date

## EXHIBIT 2

### Schedule of Fees for Services as Escrow Agent Equipment Lease Purchase Escrow

CTS01010A	<b>Acceptance Fee</b> The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04460	<b>Escrow Agent</b> Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	WAIVED
	<b>Direct Out of Pocket Expenses</b> Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	<b>Extraordinary Services</b> Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

#### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

**EXHIBIT 3**  
**REQUISITION REQUEST**

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of May 28, 2021 (the "Escrow Agreement") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor"), City of Loves Park (the "Lessee"), and U.S. Bank National Association (the "Escrow Agent"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease Purchase Agreement dated as of March 13, 2018 (the "Master Agreement") and Property Schedule No. 4 thereto dated May 28, 2021 (the "Schedule" and, together with the terms and conditions of the Master Agreement incorporated therein, the "Agreement"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

Pursuant to Section 6(b) of the above-referenced Escrow Agreement, Lessor and Lessee hereby instruct Escrow Agent to disburse funds from the Escrow Account to Payee, as provided below:

Payee: \_\_\_\_\_  
Amount: \_\_\_\_\_

**Wire/ACH**

Bank Name:  
Bank Address:  
ABA No.:  
Account Name:  
Account No.:

**Check**

Name:  
Address 1:  
Address 2:  
City/State  
Zip Code:

Payee: \_\_\_\_\_  
Amount: \_\_\_\_\_

**Wire/ACH**

Bank Name:  
Bank Address:  
ABA No.:  
Account Name:  
Account No.:

**Check**

Name:  
Address 1:  
Address 2:  
City/State  
Zip Code:

Payee: \_\_\_\_\_  
Amount: \_\_\_\_\_

**Wire/ACH**

Bank Name:  
Bank Address:  
ABA No.:  
Account Name:  
Account No.:

**Check**

Name:  
Address 1:  
Address 2:  
City/State  
Zip Code:

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.

- 4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
- 5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.
- 6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

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

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: City of Loves Park</b>
By:
Name:
Title:

**Exhibit 4**

**Final Acceptance Certificate**

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No. 4** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Loves Park

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

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

<b>Lessee: City of Loves Park</b>
By:
Name:
Title:

**Exhibit 5**

Each of the following person(s) is a **Lessee Representative** authorized to execute escrow documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Recipient's behalf (only one signature required):

_____ Name	_____ Specimen signature	_____ Telephone No
_____ Name	_____ Specimen signature	_____ Telephone No
_____ Name	_____ Specimen signature	_____ Telephone No

*(Note: if only one person is identified above, please add the following language:)*

The following persons (not listed above) are authorized for call-back confirmations:

_____ Name	_____ Telephone Number
_____ Name	_____ Telephone Number
_____ Name	_____ Telephone Number

**Exhibit 6**

**Class Action Negative Consent Letter**

May 28, 2021

City of Loves Park  
100 Heart Boulevard  
Loves Park, IL 61111

RE: USBGLF/City of Loves Park - - Class Action Litigation Claims

Dear Amy Resenbeck:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,  
Jennifer Petruno  
Vice President  
303-585-4079

No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date





By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## INSURANCE AUTHORIZATION AND VERIFICATION

Date: May 28, 2021

Property Schedule No. 4

To: City of Loves Park (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the  
"Lessor")  
1310 Madrid Street  
Marshall, MN 56258

**TO THE LESSEE:** In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee\* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

**Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.**

**Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).**

**Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$305,041.82, with deductibles no more than \$25,000.00.**

*\*Lessee: Please execute this form and return with your document package. Please fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements.*

**By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.**

Agency/Agent:		
Address:		
Phone/Fax:		
Email:		

<b>Lessee: City of Loves Park</b>
By: _____
Name: _____
Title: _____

**TO THE AGENT:** *In lieu of providing a certificate, please execute this form in the space below and promptly send a PDF scan to Lessor at: [EF.Docs.GLF@usbank.com](mailto:EF.Docs.GLF@usbank.com) - This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.*

**Agent hereby verifies that the above requirements have been met in regard to the Property listed below.**

Print Name of Agency: X \_\_\_\_\_

By: X \_\_\_\_\_  
(Agent's Signature)

Print Name: X \_\_\_\_\_

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

**Insurable Value: \$305,041.82**

**ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO. 4**

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

**AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “B” LIQUOR LICENSE  
LOCATED AT 6217 NORTH SECOND STREET PURSUANT TO CHAPTER 6,  
SECTION 6-37 OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK,  
ILLINOIS**

WHEREAS, Chapter 6, Sections 6-37 and 6-43 of the Loves Park Code of Ordinances (“Code”) of the City of Loves Park (“City”) regulate the number and classes of liquor licenses, respectively, existing within the City; and

WHEREAS, a Class “B” liquor license authorizes the retail sale of packaged alcoholic liquor but not for consumption on the premises; and

WHEREAS, the City now desires to approve the change in liquor license class from a Class “E” to a Class “B” liquor license to Parth Enterprise, Inc. (“Licensee”), pursuant to Chapter 6, Section 6-37 of the Code; and

WHEREAS, said liquor license shall be issued for use only within that part of the building located at 6217 North Second Street, Loves Park, Illinois, 61111; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, WINNEBAGO COUNTY, ILLINOIS, AS FOLLOWS:

1. The above recitals are incorporated by reference herein and made a part hereof.
2. The issuance of a Class “B” liquor license to the Licensee for use at the Premises is hereby approved pursuant to Chapter 6, Section 6-37 of the Code.
3. Final issuance of the liquor license by the local liquor commissioner will be subject to review and approval of the liquor license application by the local liquor commissioner along with compliance by Licensee with all Ordinances of the City of Loves Park and all applicable State and/or Federal laws.
4. All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.
5. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.



APPROVED:

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Mayor Greg Jury

ATTEST:

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City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED: In pamphlet form as required by Ordinance.

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

**AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “B” LIQUOR LICENSE LOCATED AT 4291 PERRYVILLE ROAD PURSUANT TO CHAPTER 6, SECTION 6-37 OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK, ILLINOIS**

WHEREAS, Chapter 6, Sections 6-37 and 6-43 of the Loves Park Code of Ordinances (“Code”) of the City of Loves Park (“City”) regulate the number and classes of liquor licenses, respectively, existing within the City; and

WHEREAS, a Class “B” liquor license authorizes the retail sale of packaged alcoholic liquor but not for consumption on the premises; and

WHEREAS, the City now desires to approve the change in liquor license class from a Class “E” to a Class “B” liquor license to S & M Associates, Inc. (“Licensee”), pursuant to Chapter 6, Section 6-37 of the Code; and

WHEREAS, said liquor license shall be issued for use only within that part of the building located at 4291 Perryville Road, Loves Park, Illinois, 61111; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, WINNEBAGO COUNTY, ILLINOIS, AS FOLLOWS:

1. The above recitals are incorporated by reference herein and made a part hereof.
2. The issuance of a Class “B” liquor license to the Licensee for use at the Premises is hereby approved pursuant to Chapter 6, Section 6-37 of the Code.
3. Final issuance of the liquor license by the local liquor commissioner will be subject to review and approval of the liquor license application by the local liquor commissioner along with compliance by Licensee with all Ordinances of the City of Loves Park and all applicable State and/or Federal laws.
4. All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.
5. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

APPROVED:

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Mayor Greg Jury

ATTEST:

---

City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED: In pamphlet form as required by Ordinance.

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

**AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “D” LIQUOR LICENSE AT 411 EAST RIVERSIDE BOULEVARD PURSUANT TO CHAPTER 6, SECTION 6-37 OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK, ILLINOIS**

WHEREAS, Chapter 6, Sections 6-37 and 6-43 of the Loves Park Code of Ordinances (“Code”) of the City of Loves Park (“City”) regulate the number and classes of liquor licenses, respectively, existing within the City; and

WHEREAS, a Class “D” liquor license authorizes the retail sale on the premises specified, of Beer and Wine for consumption on the premises by restaurants, subject to the requirement that at least 55 percent (55%) of the premises’ gross receipts be from the sale of food; and

WHEREAS, the City now desires to approve the issuance of a Class “D” liquor license to It’s A Wing Thing, Inc. (“Licensee”), pursuant to Chapter 6, Section 6-37 of the Code; and

WHEREAS, said liquor license shall be issued for use only within that part of the building located at 411 East Riverside Boulevard, Loves Park, Illinois, 61111; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, WINNEBAGO COUNTY, ILLINOIS, AS FOLLOWS:

1. The above recitals are incorporated by reference herein and made a part hereof.
2. The issuance of a Class “D” liquor license to the Licensee for use at the Premises is hereby approved pursuant to Chapter 6, Section 6-37 of the Code.
3. Final issuance of the liquor license by the local liquor commissioner will be subject to review and approval of the liquor license application by the local liquor commissioner along with compliance by Licensee with all Ordinances of the City of Loves Park and all applicable State and/or Federal laws.
4. All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.
5. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

APPROVED:

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Mayor Greg Jury

ATTEST:

---

City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED: In pamphlet form as required by Ordinance.

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

**AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “D” LIQUOR LICENSE AT 5905 NORTH SECOND STREET PURSUANT TO CHAPTER 6, SECTION 6-37 OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK, ILLINOIS**

WHEREAS, Chapter 6, Sections 6-37 and 6-43 of the Loves Park Code of Ordinances (“Code”) of the City of Loves Park (“City”) regulate the number and classes of liquor licenses, respectively, existing within the City; and

WHEREAS, a Class “D” liquor license authorizes the retail sale on the premises specified, of Beer and Wine for consumption on the premises by restaurants, subject to the requirement that at least 55 percent (55%) of the premises’ gross receipts be from the sale of food; and

WHEREAS, the City now desires to approve the issuance of a Class “D” liquor license to Jay Chehar Krupa, Corporation (“Licensee”), pursuant to Chapter 6, Section 6-37 of the Code; and

WHEREAS, said liquor license shall be issued for use only within that part of the building located at 5905 North Second Street, Loves Park, Illinois, 61111; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, WINNEBAGO COUNTY, ILLINOIS, AS FOLLOWS:

1. The above recitals are incorporated by reference herein and made a part hereof.
2. The issuance of a Class “D” liquor license to the Licensee for use at the Premises is hereby approved pursuant to Chapter 6, Section 6-37 of the Code.
3. Final issuance of the liquor license by the local liquor commissioner will be subject to review and approval of the liquor license application by the local liquor commissioner along with compliance by Licensee with all Ordinances of the City of Loves Park and all applicable State and/or Federal laws.
4. All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.
5. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

APPROVED:

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Mayor Greg Jury

ATTEST:

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City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED: In pamphlet form as required by Ordinance.