

ORDINANCE NO. 3158

JAN 20 2015

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS (PUBLIC UTILITY TAXES ALTERNATE REVENUE SOURCE), SERIES 2015, OF THE CITY OF COLUMBIA, MONROE AND ST. CLAIR COUNTIES, ILLINOIS, PROVIDING THE DETAILS OF SUCH BONDS AND FOR APPLICABLE ALTERNATE REVENUE SOURCES AND LEVIES OF DIRECT ANNUAL TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS


City Clerk

WHEREAS, the City of Columbia, Monroe and St. Clair Counties, Illinois (the **"Issuer"**), is a non-home rule municipality duly established and operating under the Illinois Municipal Code (Section 5/1-1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes and is entitled to receive certain revenues and receipts from municipal taxes imposed upon the sale or use of certain public utilities (collectively, and subject to any prior lien or pledge, **"Public Utility Taxes"**) imposed, collected and distributed pursuant to applicable law; and

WHEREAS, the City Council (the **"Corporate Authorities"**) has determined that it is advisable, necessary and in the best interests of the Municipality's public health, safety and welfare to refinance certain capital projects (the **"Prior Projects"**) as originally financed under Ordinance No. 2649, adopted April 21, 2008 (the **"Prior Bond Ordinance"**) by the Municipality's General Obligation Capital Projects and Refunding Bonds (Public Utility Taxes Alternate Revenue Source), Series 2008 (the **"Prior Bonds"**) by reducing certain debt service payments and to finance renovations and improvements to various City owned buildings and grounds, the acquisition of land and improvements and renovations to City park facilities, and certain street and storm sewer improvements, and related facilities, improvements and costs (together with the Prior Projects, collectively, the **"Project"**); and

WHEREAS, of the estimated cost to provide for the Project and the refinancing of the Prior Projects by refunding all or part of the Prior Bonds (the **"Refunding"**), and related legal, financial, bond discount, printing and publication costs, and other expenses in connection therewith, a sufficient amount is presently anticipated and planned to be paid from certain available funds and proceeds of the hereinafter described Bonds, and the Issuer presently has no funds available from existing or anticipated sources for such purposes; and

WHEREAS, the Issuer has insufficient funds to pay the costs of the Project and the Refunding of Prior Bonds, and therefore must borrow money and issue one or more series of bonds authorized under this ordinance, at one time or from time to time, in evidence thereof in the aggregate principal amounts as herein provided for such purposes; and

WHEREAS, the Issuer reasonably expects to receive a proposed bond purchase agreement (the **“Bond Purchase Agreement”**) pursuant to which Robert W. Baird & Co. Incorporated, Naperville, Illinois (including authorized successors, the **“Placement Agent”**) is to act as placement agent in connection with the sale of the Bonds to a purchaser (the **“Purchaser”**) as described in, as applicable, a Preliminary Official Statement or Preliminary Placement Memorandum therefor (the **“Preliminary Official Statement”** or a **“Preliminary Placement Memorandum”**), which when supplemented and completed shall constitute, as applicable, the final Official Statement or Placement Memorandum (the **“Official Statement”** or **“Placement Memorandum”**), which the Issuer authorizes to be used in the marketing of the Bonds, as supplemented, as applicable, by a Continuing Disclosure Certificate and Agreement (the **“Disclosure Agreement”**), as an **“undertaking”** under Rule 15c2-12 (**“Rule 15c2-12”**) of the Securities and Exchange Commission (**“SEC”**).

WHEREAS, the Issuer will either fund an amount or amounts sufficient to refund applicable Prior Bonds with the paying or other fiscal agents for such Prior Bonds (a **“Refunding Deposit”**) or will fund as escrow, deposit or refunding account (as applicable, the **“Refunding Account”**) under as escrow, deposit or refunding agreement (as applicable, the **“Refunding Agreement”**) with a financial or other entity as escrow, deposit or refunding agent (the **“Refunding Agent”**), to refund Prior Bonds; and

WHEREAS, for convenience of reference only this ordinance is divided into numbered sections with headings, which shall not define or limit the provisions hereof, as follows:

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NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, MONROE AND ST. CLAIR COUNTIES, ILLINOIS, as follows:

Section 1. Definitions. Certain words and terms used in this ordinance shall have the meanings given them herein, including above in the preambles hereto, and the meanings given them in this Section 1, unless the context or use clearly indicates another or different meaning is intended. Certain definitions are as follows:

“Act” means, collectively and as applicable, the Local Government Debt Reform Act (Section 350/1 *et seq.* of Chapter 30 (and particularly Section 350/15 thereof concerning alternate bonds) of the Illinois Compiled Statutes, as supplemented and amended), and the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*), and applicable law in connection with applicable revenue sources, as supplemented and amended, including, without limitation, by the Intergovernmental Cooperation Act [5 ILCS 220/1 *et seq.*], Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the Constitution of the State of Illinois, the Registered Bond Act, the Illinois Bond Replacement Act and the Bond Authorization Act.

“Alternate Bonds” means **“alternate bonds”** as described in Section 15 of the Local Government Debt Reform Act (Section 350/15 of Chapter 30 of the Illinois Compiled Statutes), and includes expressly the Bonds.

“Applicable Denomination” means \$5,000 or otherwise as provided in an applicable Bond Order, as the case may be.

“Arbitrage Regulation Agreement” means an arbitrage regulation agreement in connection with, among other things, arbitrage rebate and/or Yield Reduction Payments.

“BDSF” or **“bona fide debt service fund”** means a fund, which may include proceeds of an issue, that (1) is used to primarily achieve a proper matching of revenues with principal and interest payments, within each bond year (i.e. each December 2 to December 1 annual period); and (2) is depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of: (i) the earnings on the fund for the immediately preceding bond year; or (ii) one-twelfth of the principal and interest payments on the issue for the immediately preceding bond year.

“Bond” or **“Bonds”** means the Issuer’s General Obligation Bonds (Public Utility Taxes Alternate Revenue Source), Series 2015, as authorized to be issued by this ordinance, as supplemented and amended.

“Bond Order” means one or more certificates signed by the Mayor, and attested by the City Clerk and under the seal of the Issuer, setting forth and specifying details for each

series of the Bonds, including, but without limitation, identification or specification of a Policy and an Insurer, book-entry only registration, payment dates, final interest rates, final maturity schedules, Applicable Denomination, Pledged Taxes, optional and mandatory redemption provisions, conditional call provisions, status as “**qualified tax-exempt obligations**,” original issue discount (“**OID**”) and/or reoffering premium, designation of the Bond Registrar, Paying Agent and, as applicable, a Refunding Agent under a Refunding Agreement and other fiscal agents, subject to not exceeding the specified aggregate principal amount for the Bonds or any increase in the aggregate taxes levied or authorized in each year in Section 10 as Pledged Taxes, Refunding Investments or Refunding Securities, which may or may not effect a legal defeasance, with respect to the Refundings, and identification of particular Prior Bonds (including maturities thereof) to be refunded.

“**Bond Year**” means each annual period of December 2 to the next December 1, for each series of Bonds, with the first Bond Year ending December 1, 2015 subject to such lawful elections as the Issuer may make.

“**Code**” means the Internal Revenue Code of 1986, as amended, and includes related and applicable Income Tax Regulations promulgated by the Treasury Department.

“**Corporate Authorities**” means the Issuer’s City Council.

“**Depository**” means, if any, a securities depository with respect to Bonds subject to global book entry registration, initially The Depository Trust Company (“**DTC**”), New York, New York.

“**Disclosure Agreement**” means, of any, the Issuer’s Continuing Disclosure Certificate and Agreement under Rule 15c2-12 related to the Bonds.

“**Fiscal Year**” means the twelve-month period constituting the Issuer’s fiscal year, not inconsistent with applicable law.

“**Insurer**” means, if any, the issuer of a Policy securing payment of Bonds.

“**Issuer**” means the City of Columbia, Monroe and St. Clair Counties, Illinois.

“**Junior Bond**” means any Outstanding bond or Outstanding bonds payable from the Junior Debt Service Account.

“**Outstanding**”, when used with reference to any referenced obligation, means any referenced obligation which is outstanding and unpaid; provided, however, such term shall not include obligations: (i) which have matured and for which moneys are on deposit with proper paying agents, or are otherwise properly available, sufficient to pay all principal and interest thereof, or (ii) the provision for payment of which has been made by the Issuer by the deposit in an irrevocable trust or escrow of funds of direct, full faith and credit non-callable obligations of the United States of America, the principal and interest of which will be sufficient to pay at maturity or as called for redemption all the principal of and applicable premium on such

obligations, and will not result in the loss of the exclusion from gross income of the interest thereon under Section 103 of the Code.

“Parity Bonds” means bonds or any other obligations which share ratably and equally in the applicable Pledged Revenues with either the Senior Bonds or the Junior Bonds, as set forth and provided for in any such ordinance authorizing the issuance of any such Parity Bonds.

“Placement Agent” shall have the meaning above in the recitals in the preamble to this ordinance, as applicable to the Refunding.

“Pledged Revenues” means the Public Utility Taxes, constituting **“revenue sources”**, under the Local Government Debt Reform Act.

“Pledged Taxes” means the Taxes authorized to be levied in Section 10, and specified in an applicable Bond Order, to secure and pay the Bonds.

“Policy” means, if any, an Insurer’s bond insurance policy or other credit facility securing payment of one or more series of Bonds.

“Prior Bonds” shall have the meaning above in the recitals in the preamble to this ordinance, as applicable to the Refunding.

“Prior Ordinance” means, the 2008 Bond Ordinance, as supplemented and amended.

“Prior Projects” shall have the meaning above in the recitals in the preamble to this ordinance, as applicable to the Refunding.

“Public Utility Taxes” shall have the meaning above in the recitals in the preamble to this ordinance.

“Purchase Agreement” means the Bond Purchase Agreement for the purchase of Bonds, which upon acceptance and execution by the Issuer and the Purchaser constitutes the Purchase Agreement for the Bonds.

“Purchaser” shall have the meaning above in the recitals in the preamble to this ordinance, as applicable to the Refunding.

“Qualified Investments” means legal investments of the Issuer under applicable law, limited and restricted with respect to any applicable Insurer’s Policy.

“Refunding”, “Refunding Account”, “Refunding Agent”, “Refunding Agreement” and **“Refunding Deposit”** each shall have the meaning above in the recitals in the preamble to this ordinance, as applicable to the Refunding.

“Refunding Investments” or **“Refunding Securities”** means the investments funding the applicable Refunding Account with respect to Refunding of applicable Prior Bonds, which Refunding Investments or Refunding Securities result in an economic or legal defeasance of the Prior Bonds to which they relate.

“Revenue Fund” means the Revenue Fund created and established under Section 12 of this ordinance with respect to the Bonds.

“Revenue Sources” means one or more of the Public Utility Taxes.

“Rule 15c2-12” means, if at all, Rule 15c2-12 of the Securities and Exchange Commission (“SEC”).

“Senior Bond” means any Outstanding bond or Outstanding bonds payable from the Senior Debt Service Account of the Bond and Interest Account of the Fund under this ordinance.

“Yield” or **“yield”** means yield computed under Section 1.148-4 of the Income Tax Regulations for the Bonds, and yield computed under Section 1.148-5 of the Income Tax Regulations for an investment.

“Yield Reduction Payments” or **“yield reduction payments”** shall have the meaning in Income Tax Regulations Section 1.148-5(c).

“Yield Restricted” or **“yield restricted”** with reference to an obligation means that the yield thereon is limited to the yield on the Bonds.

Section 2. Preambles, Authority and Purpose. The Corporate Authorities hereby find that all the recitals contained in the preambles and recitals to this ordinance are true, complete and correct, and hereby incorporate them into this ordinance by this reference thereto. This ordinance is adopted pursuant to the Constitution and applicable laws of the State of Illinois, including the Act, for the purpose of paying all or a portion of the costs of the Project and the Refunding of the Prior Bonds, and the costs of issuance of the Bonds. The Corporate Authorities hereby determine the period of usefulness of each Prior Project to be not less than twenty (20) years from the expected date of delivery of the related Bonds.

Section 3. Authorization and Terms of Bonds. To meet all or a part of the estimated costs of Project and refinancing the Prior Projects by the Refunding of Prior Bonds, there is hereby allocated an applicable sum to be derived from the proceeds of the Bonds. For the purpose of financing such allocation, the Bonds of the Issuer shall be issued and sold from time to time in the aggregate principal amount set forth herein, are designated: **General Obligation Bonds (Public Utility Taxes Alternate Revenue Source), Series 2015** (\$5,200,000 maximum principal amount), and shall be issuable in the denominations of \$5,000 each or any authorized integral multiple thereof.

(a) **General Terms.** The Bonds shall be numbered consecutively from 1 upwards in order of their issuance and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of the Bonds. Unless otherwise determined in an order to authenticate the Bonds, the Bonds shall be dated as of or before the date or dates of the issuance and sale thereof and acceptable to the Purchaser. Subject to a Bond Order, the Bonds of each series are hereby authorized to bear interest at the rate or rates percent per annum not exceeding 6.00% and shall mature on December 1 of the years (subject to redemption, as the case may be), and in the principal amount in each year, commencing not before the year 2015 and ending not later than the year 2029, as shall be specified in a Bond Order.

Each Bond shall bear interest from its date, or from the most recent interest payment date to which interest has been paid, computed on the basis of a 360-day year consisting of twelve 30-day months, and payable in lawful money of the United States of America semiannually on each June 1 and December 1, commencing on or after June 1, 2015, at the rates percent per annum herein authorized. The principal of and premium, if any, on the Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the designated payment office of the financial institution designated in this ordinance to act as the Paying Agent for the Bonds (including its successors, the **“Paying Agent”**). Interest on the Bonds shall be payable on each interest payment date to the registered owners of record appearing on the registration books maintained by the financial institution designated in this ordinance to act as the Bond Registrar on behalf of the Issuer for such purpose (including its successors, the **“Bond Registrar”**), at the designated corporate trust office of the Bond Registrar as of the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding the applicable interest payment date. Interest on the Bonds shall be paid by check or draft on, as applicable, receipts of Pledged Revenues, Pledged Taxes and Levied Taxes (or other funds) mailed by the Paying Agent to such registered owners at their addresses appearing on the registration books.

(b) **Redemption.** The Bonds of a particular series are subject to redemption, if at all, as follows:

(i) **Optional Redemption.** Bonds of a particular series maturing on and after December 1 as specified in an applicable Bond Order shall be subject to redemption prior to maturity on any date on December 1 of the year or years specified and thereafter in whole or in part on any date, in the principal amount from such maturities or in any order of maturity specified (but in inverse order if none is specified), at a redemption price of par, plus accrued interest to the date fixed for redemption, and otherwise are not subject to optional redemption.

(ii) **Sinking Fund Redemption.** This subsection (b) shall apply only to the extent an applicable Bond Order shall specify any Term Bonds (as applicable to a particular series, the **“Term Bonds”**), and otherwise shall not apply. Bonds so specified as Term Bonds, if any, are subject to mandatory sinking fund redemption in the principal amount on December 1 of the years so specified, but corresponding to the amounts specified above in Section 3(a), or otherwise as duly set forth in a Bond Order.

At its option before the 45th day (or such lesser time acceptable to the Bond Registrar) next preceding any mandatory sinking fund redemption date in connection with Term Bonds the Issuer by furnishing the Bond Registrar and the Paying Agent an appropriate certificate of direction and authorization executed by the Mayor may: (i) deliver to the Bond Registrar for cancellation Term Bonds in any authorized aggregate principal amount desired; or (ii) furnish the Paying Agent funds for the purpose of purchasing any of such Term Bonds as arranged by the Issuer; or (iii) receive a credit (not previously given) with respect to the mandatory sinking fund redemption obligation for such Term Bonds which prior to such date have been redeemed and cancelled. Each such Bond so delivered, previously purchased or redeemed shall be credited at 100% of the principal amount thereof, and any excess shall be credited with regard to future mandatory sinking fund redemption obligations for such Bonds in chronological order, and the principal amount of Bonds to be so redeemed as provided shall be accordingly reduced. In the event Bonds being so redeemed are in a denomination greater than \$5,000, a portion of such Bonds may be so redeemed, but such portion shall be in the principal amount of \$5,000 or any authorized integral multiple thereof.

(iii) **Procedure.** The Issuer covenants that it will redeem Bonds pursuant to the redemption provisions applicable to such Bonds. Proper provision for redemption having been made, the Issuer covenants that the Bonds so selected for redemption shall be payable as at maturity.

The Issuer shall, at least 45 days prior to an optional redemption date (unless a shorter time shall be satisfactory to the Bond Registrar), notify the Bond Registrar of any optional redemption date and of the principal amount of Bonds to be redeemed (no such notice shall be required in the case of any mandatory sinking fund redemption of Term Bonds). In the event that less than all of the Bonds of a particular series or maturity are called for redemption as aforesaid, as necessary, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than sixty (60) days or less than thirty (30) days prior to the redemption date by the Bond Registrar by such method as the Bond Registrar shall deem fair and appropriate; provided, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall promptly notify the Issuer in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, presentment for payment being conclusively such a waiver, notice of any such redemption shall be given by the Bond Registrar on behalf of the Issuer by mailing the redemption notice by first class mail not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by each such registered owner to the Bond Registrar.

All notices of redemption shall include at least the information as follows: (1) the identification of the particular Bonds to be redeemed; (2) the redemption date; (3) the redemption

price; (4) if less than all of the Bonds of a particular maturity are to be redeemed, the identification numbers and maturities (and, in the case of partial redemption of any Bond, the respective principal amounts) of the Bonds to be redeemed; (5) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after such date; and (6) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated payment office of the Paying Agent.

On or prior to any redemption date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, together with accrued interest, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice nor any defect in any notice so mailed to any particular registered owner of a Bond shall affect the sufficiency of such notice with respect to any other registered owner. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or the redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid from available funds therefor by the Paying Agent at the redemption price. Interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for the partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal, and premium, if any, shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be marked cancelled by the Bond Registrar and shall not be reissued.

In addition to the foregoing notice set forth above, further notice shall be given by the Bond Registrar on behalf of the Issuer as set out below, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Bonds being redeemed; (b) the date of

issue of the Bonds as originally issued; (c) the rate of interest borne by each Bond being redeemed; (d) the maturity date of each Bond being redeemed; and (e) any series or other descriptive information needed to identify accurately the Bonds being redeemed.

Each further notice of redemption shall be sent at least thirty (30) days before the redemption date to all registered securities depositories then holding any of the Bonds.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the series and the Bond or Bonds, or portion thereof, being redeemed with the proceeds of such check or other transfer.

Section 4. Registration of Bonds and Book-Entry. The Bonds shall be negotiable, subject to the provisions for registration of transfer contained herein and related to book-entry only registration.

(a) General This subsection (a) is subject to the provisions of subsection (b) concerning book-entry only provisions. The Issuer shall cause books (the “**Bond Register**”) for the registration and for the transfer of the Bonds as provided in this ordinance to be kept at the principal payment office of the Bond Registrar, which is hereby constituted and appointed the Bond Registrar of the Issuer. The Issuer is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Issuer for use in the issuance from time to time of the Bonds and in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the designated corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or such owners attorney duly authorized in writing, the Issuer shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series and maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same series and maturity of other authorized denominations. The execution by the Issuer of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the fifteenth (15th) day of the calendar month next preceding any interest payment date on such Bond and ending on such interest payment date, nor, as applicable, to transfer or exchange any Bond after notice calling such Bond for prepayment has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of prepayment and redemption of any Bond.

The person in whose name any Bond shall be registered on the Bond Register shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium (if any) or interest on any Bond shall be made only to or upon the order of the registered owner thereof or such registered owners legal representative. All such payments

shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Issuer or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds exchanged in the case of the issuance of a Bond or Bonds for the outstanding portion of a Bond surrendered for redemption. In the event any registered owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such registered owner hereunder or under the Bonds.

The Mayor or City Administrator or City Treasurer may, in his or her discretion at any time, designate a bank with trust powers or trust company, duly authorized to do business as a bond registrar, paying agent, or both, to act in one or both such capacities hereunder, in the event the Mayor or City Administrator or City Treasurer shall determine it to be advisable. Notice shall be given to the registered owners of any such designation in the same manner, as near as may be practicable, as for a notice of redemption of Bonds, and as if the date of such successor taking up its duties were the redemption date.

(b) Book-Entry-Only Provisions. Unless otherwise provided in a Bond Order, as the case may be, the Bonds shall be issued in the form of a separate single fully registered Bond of each series for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register therefor in a street name (initially “**Cede & Co.**” for DTC) of the Depository, or any successor thereto, as nominee of the Depository. The outstanding Bonds from time to time may be registered by the Bond Register in a street name, as nominee of the Depository. The Issuer’s Mayor or City Administrator or City Treasurer is authorized to execute and deliver on behalf of the Issuer such letters to or agreements with the Depository as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “**Representation Letter**”). Without limiting the generality of the authority given to the Mayor or City Administrator or City Treasurer with respect to entering into such Representation Letter, it may contain provisions relating to, among other things, **(a)** payment procedures, **(b)** transfers of the Bonds or of beneficial interest therein, **(c)** redemption notices and procedures unique to the Depository, **(d)** additional notices or communications, and **(e)** amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Bonds registered in the Bond Register in the name of a nominee of the Depository, the Issuer and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “**Depository Participant**”) or to any person on behalf of whom such a Depository Participant or an Indirect Participant holds an interest in the Bonds (an

“indirect participant” or a **“beneficial owner”**). Without limiting the meaning of the foregoing, the Issuer and the Bond Registrar or Paying Agent shall have no responsibility or obligation with respect to **(a)** the accuracy of the records of the Depository, the nominee, or any Depository Participant, Indirect Participant or Beneficial Owner, with respect to any ownership interest in the Bonds, **(b)** the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or **(c)** the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds.

As long as the Bonds are held in a book-entry-only system, no person other than the nominee of the Depository, or any successor thereto, as nominee for the Depository, shall receive a Bond certificate with respect to any Bonds. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of the prior nominee, and subject to the provisions hereof with respect to the payment of interest to the registered owners of Bonds as of the close of business on the fifteenth (15th) day (whether or not a business day) of the month next preceding the applicable interest payment date, the reference herein to nominee in this ordinance shall refer to such new nominee of the Depository.

In the event that **(a)** the Issuer determines that the Depository is incapable of discharging its responsibilities described herein and in the Representation Letter, **(b)** the agreement among the Issuer, the Bond Registrar, the Paying Agent and the Depository evidenced by the Representation Letter shall be terminated for any reason or **(c)** the Issuer determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall notify the Depository and the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of a nominee of the Depository. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a book-entry system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer does not select such alternate book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof. Notwithstanding any other provision of this ordinance to the contrary, so long as any Bond is registered in the name of a nominee of the Depository, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 5. Execution and Authentication. Each Bond shall be executed in the name of the Issuer by the manual or authorized facsimile signature of its Mayor and the corporate seal of the Issuer, or a facsimile thereof, shall be thereunto affixed, impressed or otherwise reproduced or placed thereon and attested by the manual or authorized facsimile signature of its City Clerk. Temporary Bonds, in lieu of or preliminary to the availability of Bonds in definitive form, shall be and are hereby authorized and approved. Typewritten Bonds are authorized in the event Section 4(b) applies.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any Bond shall cease to hold such office before the issuance of such Bond, such Bond shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Bond had not ceased to hold such office. Any Bond may be signed, sealed or attested on behalf of the Issuer by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such Bond such person may not hold such office. No recourse shall be had for the payment of any Bonds against any member of the Corporate Authorities or any officer or employee of the Issuer (past, present or future) who executes the Bonds, or on any other basis.

Each Bond shall bear thereon a certificate of authentication executed manually by the Bond Registrar. No Bond shall be entitled to any right or benefit under this ordinance or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Bond Registrar. Such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer or signer for the Bond Registrar, but it shall not be necessary that the same signer or officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 6. Transfer, Exchange and Registration. Each Bond shall be transferable only upon the registration books maintained by the Bond Registrar on behalf of the Issuer for that purpose at the designated office of the Bond Registrar, by the registered owner thereof in person or by such registered owners attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar and duly executed by the registered owner or such registered owners duly authorized attorney. Upon the surrender for transfer of any such Bond, the Issuer shall execute and the Bond Registrar shall authenticate and deliver a new Bond or Bonds registered in the name of the transferee of the same aggregate principal amount, maturity and interest rate as the surrendered Bond. Bonds, upon surrender thereof at the principal office of the Bond Registrar, with a written instrument satisfactory to the Bond Registrar, duly executed by the registered owner or such registered owners attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of Bonds of the same maturity and interest rate and of the denomination of \$5,000 or any authorized integral multiple thereof, less previous retirements.

For every such exchange or registration of transfer of Bonds, the Issuer or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Illinois Bond Replacement Act shall govern the replacement of lost, destroyed or defaced Bonds.

The Issuer, the Paying Agent and the Bond Registrar may deem and treat the person in whose name any Bond shall be registered upon the registration books as the absolute

owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon such registered owners order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent or the Bond Registrar shall be affected by any notice to the contrary.

Section 7. Bond Registrar and Paying Agent. The Bond Registrar and Paying Agent with respect to this ordinance and the Bonds shall be as provided in an applicable Bond Order, through its designated corporate trust office. The Issuer covenants that it shall at all times retain a Bond Registrar and Paying Agent with respect to the Bonds and shall cause to be maintained at the office of such Bond Registrar a place where Bonds may be presented for registration of transfer or exchange, that it will maintain at the designated office of the Paying Agent a place where Bonds may be presented for payment, that it shall require that the Bond Registrar maintain proper registration books and that it shall require the Bond Registrar and Paying Agent to perform the other duties and obligations imposed upon each of them by this ordinance in a manner consistent with the standards, customs and practices concerning municipal securities. The Issuer may enter into appropriate agreements with any Bond Registrar and any Paying Agent in connection with the foregoing, including as follows:

- (a) to act as Bond Registrar, authenticating agent, Paying Agent and transfer agent as provided herein;
- (b) to maintain a list in the Bond Register of the registered owners of the Bonds as set forth herein and to furnish such list to the Issuer upon request, but otherwise to keep such list confidential;
- (c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (d) to give notices of redemption of Bonds to be redeemed;
- (e) to furnish the Issuer at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the Issuer at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

In any event, the Bond Registrar and Paying Agent shall comply with (a) - (f) above.

The Bond Registrar and Paying Agent shall signify their acceptances of the duties and obligations imposed upon them by this ordinance. The Bond Registrar by executing the certificate of authentication on any Bond shall be deemed to have certified to the Issuer that it has all requisite power to accept, and has accepted, such duties and obligations, not only with respect to the Bond so authenticated but with respect to all of the Bonds. The Bond Registrar and Paying Agent are the agents of the Issuer for such purposes and shall not be liable in

connection with the performance of their respective duties except for their own negligence or default. The Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on the Bonds.

The Issuer may remove the Bond Registrar or Paying Agent at any time. In case at any time the Bond Registrar or Paying Agent shall resign (such resignation to not be effective until a successor has accepted such role) or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Bond Registrar or Paying Agent, or of its property, shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or Paying Agent or of their respective properties or affairs, the Issuer covenants and agrees that it will thereupon appoint a successor Bond Registrar or Paying Agent, as the case may be. The Issuer shall mail or cause to be mailed notice of any such appointment made by it to each registered owner of Bonds within twenty (20) days after such appointment. Any Bond Registrar or any Paying Agent appointed under the provisions of this Section 7 shall be a bank, trust company or other qualified professional with respect to such matters, authorized to exercise such functions in the State of Illinois.

The Issuer shall provide to the Bond Registrar and Paying Agent a copy of any amendment to this ordinance or in connection with the Bonds.

Section 8. Alternate Bonds; General Obligations. The Bonds are and constitute Alternate Bonds under the Local Government Debt Reform Act, anticipated to be payable from applicable Pledged Revenues. The Bonds, regardless of the date or dates of their issuance, are on parity with each other within such series and shall share equally and ratably as to payment in the Pledged Revenues applicable to the Bonds and other bonds payable from such Pledged Revenues. Under and pursuant to Section 15 of the Local Government Debt Reform Act, the full faith and credit of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of, premium, if any, and interest on the Bonds shall be direct and general obligations of the Issuer; and the Issuer shall be obligated to levy ad valorem taxes upon all the taxable property within the Issuer's corporate limits, for the payment when due of the Bonds and the interest thereon, without limitation as to rate or amount (such ad valorem taxes being the applicable "**Pledged Taxes**"), as provided herein.

The applicable Pledged Revenues for the Bonds are hereby determined by the Corporate Authorities to be sufficient to provide for or pay in each year to final maturity of the Bonds, as applicable, an amount not less than 1.25 times debt service of all (i) Alternate Bonds payable from such applicable Pledged Revenues previously issued and outstanding, and (ii) Alternate Bonds payable from such Pledged Revenues proposed to be issued, including the Bonds. The applicable Pledged Revenues shall be and are hereby determined by the Corporate Authorities to provide in each year an amount not less than 1.25 times debt service (as defined in Section 2 of the Local Government Debt Reform Act) of Alternate Bonds payable from such revenue sources previously issued and outstanding and Alternate Bonds proposed to be issued. Such conditions enumerated need not be met for that amount of debt service (as defined in Section 2 of the Local Government Debt Reform Act) provided for by the setting aside of proceeds of bonds or other moneys at the time of the delivery of such bonds.

The determination of the sufficiency of applicable Pledged Revenues is expected to be supported by reference to the most recent audit of the Issuer, which is for a Fiscal Year ending not earlier than 18 months previous to the time of issuance of the Alternate Bonds. If such Pledged Revenues are otherwise shown to be insufficient, the determination of sufficiency, if applicable law so requires (which is not presently required for refunding alternate bonds), and not otherwise, shall be supported by the “**report**” of an independent accountant or feasibility analyst, the latter having a national reputation for expertise in such matters and having no other involvement in the Prior Projects, demonstrating the sufficiency of such revenues and explaining, if appropriate, by what means the Pledged Revenues will be greater than as shown in the audit. Whenever the sufficiency of Pledged Revenues is demonstrated by reference to higher rates or charges and fees for enterprise revenues, such higher rates or charges and fees shall have been properly imposed by an ordinance adopted prior to the time of delivery of the Bonds.

Section 9. Forms of Bonds. Unless Bonds in typewritten form are accepted or in any contract for the sale of the Bonds the purchaser or purchasers of the Bonds shall agree to accept typewritten or other temporary Bonds preliminary to the availability of, or in lieu of, Bonds in printed form prepared in compliance with the National Standard Specifications for Fully Registered Municipal Securities prepared by the American National Standards Institute, Bonds shall comply therewith, and in any event shall be in substantially the following forms [provided, however, that appropriate insertions, deletions and modifications in the form of the Bonds may be made, including as to the custom of printing Bonds in part on the front and back of certificates, a payment schedule and the issuance of a single Bond for each maturity, and to conform to applicable Bonds Orders, in an appropriate form approved by Bond counsel]:

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:See Reverse Side for :
:Additional Provisions:

UNITED STATES OF AMERICA
STATE OF ILLINOIS
THE COUNTIES OF MONROE AND ST. CLAIR
CITY OF COLUMBIA
GENERAL OBLIGATION BOND
(PUBLIC UTILITY TAXES ALTERNATE REVENUE SOURCE)
SERIES 2015

REGISTERED NO. _____

REGISTERED \$ _____

INTEREST RATE:

MATURITY DATE:

DATED DATE:

CUSIP:

Registered Owner:

Principal Amount:

[1] **KNOW ALL BY THESE PRESENTS** that the City of Columbia (the “**Issuer**”), a non-home rule municipality situated in The Counties of Monroe and St. Clair, in the State of Illinois, acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, and to pay interest on such Principal Amount from the later of the Dated Date hereof or the most recent interest payment date to which interest has been paid, at the Interest Rate per annum set forth above, computed on the basis of a 360-day year consisting of twelve 30-day months and payable in lawful money of the United States of America semiannually on the first (1st) days of June and December in each year, commencing _____ 1, 201____, until the Principal Amount hereof shall have been paid, by check or draft mailed to the Registered Owner of record hereof as of the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such interest payment date, at the address of such Registered Owner appearing on the registration books maintained for such purpose at the designated corporate trust office of _____, in _____, _____, as Bond Registrar (including its successors, the “**Bond Registrar**”). This Bond, as to principal and premium, if any, when due, will be payable in lawful money of the United States of America upon presentation and surrender of this Bond at the designated payment office of _____, in _____, _____, as Paying Agent (including its successors, the “**Paying Agent**”). The Bonds are payable from the receipts derived by the Issuer from Public Utility taxes constituting the revenue sources applicable to the series of Bonds of which this is one; and although it is expected, and has been certified, that the Bonds are to be paid from such Pledged Revenues, which Pledged Revenues are pledged to the payment thereof, the full faith and credit of the Issuer, including the power to levy taxes without limit as to rate or amount (that is, Pledged Taxes) are irrevocably pledged for the punctual payment of the principal of and interest on this Bond and each Bond of the series of which it is a part, according to the terms thereof. [Insert as applicable: Interest on

each Bond also may be payable by wire or electronic transfer to (and at the expense of) any registered owner of a Bond or Bonds (as of the applicable record date) holding an aggregate principal amount of \$500,000 or more when such registered owner shall have requested such wire or electronic transfer payment to a bank in the continental United States by written instruction (with sufficient directions, including bank address and routing and account numbers) to the Paying Agent at least fifteen (15) days prior to an interest payment date.]

[2] This Bond is one of a series of Bonds issued in the aggregate principal amount of \$_____, which are all of like tenor, except as to maturity, interest rate [and right of redemption], and which are authorized and issued under and pursuant to and in accordance with Ordinance No. _____, adopted by the City Council of the Issuer on _____, 2015, and entitled: “AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS (PUBLIC UTILITY TAXES ALTERNATE REVENUE SOURCE), SERIES 2015, OF THE CITY OF COLUMBIA, MONROE AND ST. CLAIR COUNTIES, ILLINOIS, PROVIDING THE DETAILS OF SUCH BONDS AND FOR APPLICABLE ALTERNATE REVENUE SOURCES AND LEVIES OF DIRECT ANNUAL TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS” (with respect to which undefined terms herein shall have the meanings therein, the “**Bond Ordinance**”, as supplemented and amended), pursuant to the Constitution and laws of the State of Illinois, including Section 15 of the Local Government Debt Reform Act (Section 350/15 of Chapter 30 of the Illinois Compiled Statutes, in connection with “**alternate bonds**”, as supplemented and amended), applicable law in connection with the imposition, distribution and receipt of Pledged Revenues as the revenue source applicable to this series of Bonds, as supplemented and amended, including by the Registered Bond Act, the Illinois Bond Replacement Act and the Bond Authorization Act. The Bonds are issued to finance costs of renovations and improvements to various City owned buildings and grounds, the acquisition of land and improvements and renovations to City park facilities and certain street and storm water improvements and currently refund the City’s outstanding General Obligation Capital Project and Refunding Bonds (Public Utility Taxes Alternate Revenue Source), Series 2008, and costs of issuance of the Bonds.

[3] [Insert and adapt, as applicable: Bonds which mature on December 1, 20__ and 20__ are Term Bonds (the “**Term Bonds**”), which are subject to mandatory sinking fund redemption in the principal amount on December 1 of the years, as follows:

<u>Dec. 1, 20</u>	<u>Term Bonds</u>	<u>Dec. 1, 20</u>	<u>Term Bonds</u>
<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
	<u>Amounts(\$)</u>		<u>Amounts(\$)</u>

*To be paid at maturity unless previously retired.]

[Insert and adapt, as applicable: The Bonds of this series maturing on and after December 1, 20__, shall be subject to redemption prior to maturity on and after December 1, 20__, in whole or in part on any date, in the principal amount from such maturities or in any order of specified maturity specified (but in inverse order if none is specified), at a redemption

price of par, plus accrued interest to the date fixed for redemption. OR The Bonds of this series are not subject to call for optional redemption.]

[4] [In the event of the redemption of less than all the Bonds of like maturity, the aggregate principal amount thereof to be redeemed shall be \$5,000 or an authorized integral multiple thereof, and the Bond Registrar shall assign to each Bond of such maturity a distinctive number for each \$5,000 principal amount of such Bond and shall select by such method as the Bond Registrar shall deem fair and appropriate from the numbers so assigned as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided that only so much of the principal amount of each Bond shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.]

[5] [The Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on the redemption date, together with interest to such redemption date, prior to the redemption date. Notice of the redemption of Bonds shall be given by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for such redemption to the registered owners of Bonds to be redeemed at their last addresses appearing on the registration books therefor. The Bonds or portions thereof specified in such notice shall become due and payable at the redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the Bonds or portions thereof to be redeemed, together with interest to the redemption date, remain on deposit with the Paying Agent, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner), then from and after the redemption date interest on such Bonds or portions thereof shall cease to accrue and become payable. If there shall be drawn for redemption less than all of a Bond, the Issuer shall execute and the Bond Registrar shall authenticate and deliver, upon the surrender of such Bond, without charge to the registered owner thereof, for the unredeemed balance of the Bond so surrendered, Bonds of like maturity and of the denomination of \$5,000 or any authorized integral multiple thereof.]

[6] This Bond is transferable only upon the registration books therefor by the Registered Owner hereof in person, or by such Registered Owners attorney duly authorized in writing, upon surrender hereof at the designated corporate trust office of the Bond Registrar together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner or by such Registered Owners duly authorized attorney, and thereupon a new registered Bond or Bonds, in the denominations of \$5,000 or any authorized integral multiple thereof and of the same aggregate principal amount as this Bond shall be issued to the transferee in exchange therefor. In like manner, this Bond may be exchanged for an equal aggregate principal amount of Bonds of any authorized denomination.

[7] The Bond Registrar shall not be required to exchange or transfer any Bond during the period from the fifteenth (15th) day of the calendar month next preceding any interest payment date and ending on such interest payment date[or during a period of fifteen (15) days next preceding the mailing of a notice of redemption which could designate all or a part of such Bond for redemption, nor to transfer or exchange any Bond after notice calling such Bond for

prepayment has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of prepayment and redemption of any Bonds]. The Issuer or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this Bond. No other charge shall be made for the privilege of making such transfer or exchange. The Issuer, the Paying Agent and the Bond Registrar may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal, premium, if any, and interest due hereon and for all other purposes whatsoever, and all such payments so made to such Registered Owner or upon such Registered Owners order shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent or the Bond Registrar shall be affected by any notice to the contrary.

[8] No recourse shall be had for the payment of any Bonds against the Mayor or any member of the City Council or any other officer or employee of the Issuer (past, present or future) who executes any Bonds, or on any other basis. The Issuer may remove the Bond Registrar or Paying Agent at any time and for any reason and appoint a successor.

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

[10] The Issuer has designated the Bonds of this series as “**qualified tax-exempt obligations**” under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

[11] It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this Bond in order to make it a legal, valid and binding general obligation of the Issuer have been done, exist and have been performed in regular and due time, form and manner as required by law, and that the series of Bonds of which this Bond is one, together with all other indebtedness of the Issuer is within every debt or other limit prescribed by law.

[12] **IN WITNESS WHEREOF**, the City of Columbia, Monroe and St. Clair, Illinois, has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its City Clerk, all as of the Dated Date set forth above.

(SEAL)

CITY OF COLUMBIA,
Monroe and St. Clair Counties, Illinois

Attest:

City Clerk

Mayor

[13]

CERTIFICATE OF AUTHENTICATION

Dated: _____

This is one of the General Obligation Bonds (Public Utility Taxes Alternate Revenue Source), Series 2015, described in the within mentioned Bond Ordinance.

Registrar

_____, _____, as Bond

By: _____
Authorized Signer

Bond Registrar and _____
Paying Agent: _____, _____

[15]

ASSIGNMENT

For value received the undersigned sells, assigns and transfers unto _____

[Name, Address and Tax Identification Number of Assignee]

the within Bond and hereby irrevocably constitutes and appoints _____
attorney to transfer the within Bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated _____

Signature

Signature Guarantee By:

(Name of Eligible Guarantor Institution as defined
by SEC Rule 17 Ad-15 (17 CFR 240.1 Ad-15))

NOTICE: The signature on this assignment must correspond with the name of the Registered
Owner as it appears upon the face of the within Bond in every particular, without
alteration or enlargement or any change whatever.

Section 10. Levy and Extension of Taxes. For the purpose of providing the money required to pay the interest on the Bonds when and as the same falls due and to pay and discharge the principal thereof as the same shall mature, there shall be levied upon all the taxable property within the Issuer's corporate limits in each year while any of the Bonds shall be Outstanding, direct annual taxes sufficient for that purpose and there is hereby authorized to be levied upon all of the taxable property within the Issuer's corporate limits, in addition to all other taxes, the direct annual taxes, constituting Pledged Taxes, in the amounts for each levy or tax year, commencing not before levy or tax year 2014 and ending not later than year 2028, as shall be specified in one or more Bond Orders.

To the extent lawful, interest or principal coming due at any time when there shall be insufficient funds on hand to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the taxes herein levied; and when such taxes shall have been collected, reimbursement shall be made to such fund or funds from which such advance was made in the amounts thus advanced.

As soon as this ordinance becomes effective, a copy thereof, certified by the City Clerk of the Issuer, which certificate shall recite that this ordinance has been duly adopted, shall be filed with the County Clerks of Monroe and St. Clair Counties, Illinois, who is hereby directed to ascertain the rate percent required to produce the aggregate Pledged Taxes provided to be levied in the levy or tax years as authorized above and to extend the same for collection on the tax books in connection with other taxes levied in each of such years, in and by the Issuer for general corporate purposes of the Issuer, and in each of such years such annual Pledged Taxes shall be levied and collected in like manner as taxes for general corporate purposes for each of such years are levied and collected and, when collected, such Pledged Taxes shall be used solely for the purpose of paying the principal of and interest on the Bonds herein authorized as the same become due and payable.

The Issuer covenants and agrees with the owners of the Bonds that so long as any of the Bonds remain Outstanding, the Issuer will not cause the abatement of the foregoing taxes and otherwise will take no action or fail to take any action which in any way would adversely affect the ability of the Issuer to levy and collect the foregoing Pledged Taxes, unless and to the extent there then shall be moneys irrevocably on deposit therefor in the applicable Debt Service Account established under Section 12 below. The Issuer and its officers will comply with all present and future applicable laws in order to assure that the foregoing Pledged Taxes will be levied, extended, collected and applied as provided herein and timely deposited in the applicable Debt Service Account established in Section 12 below to pay the principal of and interest on the Bonds; and whenever the debt service deposit requirements in this paragraph have been satisfied, the Corporate Authorities shall duly direct the abatement of the Pledged Taxes for the levy or tax year with respect to which such Pledged Taxes have been levied, to the extent so satisfied, and appropriate certification of such abatement shall be timely filed with the County Clerks of Monroe and St. Clair Counties in connection with such abatement. If for any reason there is abatement of such levy of Pledged Taxes and the failure thereafter to pay debt service in respect of such abatement, the additional amount, together with additional interest accruing, to the extent lawful, shall be added to the tax levy in the year of, or the next year following, such failure.

Section 11. Related Agreements. The Purchase Agreement, Refunding Agreement, Arbitrage Regulation Agreement and Disclosure Agreement, in substantially the forms thereof customary to transactions such as the Bonds shall be and are hereby approved and authorized to be, prepared, completed, executed, delivered and performed.

The Official Statement or Placement Memorandum in connection with the Bonds, as presented before the Corporate Authorities in preliminary form, shall be and is hereby approved, deemed final and is authorized to be used by the Purchaser or Placement Agent in the offering and sale of the Bonds. The Preliminary Official Statement or Preliminary Placement Memorandum is hereby authorized to be completed to constitute a final Official Statement or Placement Memorandum. If applicable, the Issuer is authorized to cooperate with the Purchaser in connection with compliance by the Purchaser with Rule 15c2-12 and applicable rules of the Municipal Securities Rulemaking Board related to the Bonds.

All things done with respect to the Purchase Agreement, Refunding Agreement, Disclosure Agreement and the Official Statement or Placement Memorandum by the Issuer's Mayor, City Administrator, City Clerk, City Treasurer or City Attorney, in connection with the issuance and sale of the Bonds, shall be and are hereby in all respects ratified, confirmed and approved. The Mayor, City Administrator, City Clerk, City Treasurer, City Attorney and other officials of the Issuer are hereby authorized and directed to do and perform, or cause to be done or performed for or on behalf of the Issuer, each and every thing necessary for the issuance of the Bonds, including the proper execution, delivery and performance by the Issuer of the Official Statement or Placement Memorandum and the Purchase Agreement, Disclosure Agreement, Refunding Agreement and Arbitrage Regulation Agreement, and related instruments and certificates, such documents to be in substantially the forms thereof, customary to transactions such as the Bonds, with such changes therein as the officers executing them shall approve, and the purchase by and delivery of the Bonds to or at the direction of the Purchaser.

No elected or appointed officer of the Issuer is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation in the Purchase Agreement.

Section 12. Special Fund and Accounts. The Revenue Fund shall be created and established, or continued, as the case may be.

REVENUE FUND. Upon the issuance under this ordinance of any Bonds, the Issuer shall continue to be operated on a Fiscal Year basis commencing on the first day of May and ending the last day of April of each calendar year, and all of the applicable Pledged Revenues constituting Pledged Revenues shall be set aside as collected and be deposited in a separate fund and in an account in a bank to be designated or continued under a prior ordinance, as the case may be, by the Corporate Authorities, which fund is hereby created and established or continued, as the case may be, as the Issuer's "**Revenue Fund**", and further identified to the Bonds, which shall constitute a trust fund for the sole purpose of carrying out the covenants, terms, and conditions of this ordinance related to, as applicable, the Bonds, as provided herein, including, without limitation, the establishment (or continuance) therein, as applicable, of the "**Bond and Interest Account**" (within which there shall be, as applicable, a "**Senior Debt Service**

Account” and a **“Junior Debt Service Account,”** including therein a separate **“Pledged Revenues Subaccount”** identified with respect to the Bonds), and the **“Surplus Account”**.

(a) **Senior Debt Service Account.** There shall be credited to the Senior Debt Service Account and held, in cash and investments, a fractional amount (not less than $1/6$) of the interest becoming due on the next succeeding interest payment date on all Outstanding Senior Bonds, payable from such Account and also a fractional amount (not less than $1/12$) of the principal becoming due or subject to mandatory redemption on the next succeeding principal maturity or mandatory redemption date of all of the Outstanding Senior Bonds, if any, payable from such Account until there shall have been accumulated and held, in cash and investments, in the Senior Debt Service Account in or before the month preceding such maturity date of interest or maturity or mandatory redemption date of principal, an amount sufficient to pay such principal or interest, or both.

All moneys in such Account shall be used only for the purpose of paying interest on and principal of applicable Outstanding Senior Bonds.

In computing the fractional amount to be set aside each month in such Senior Debt Service Account, the fraction shall be so computed that a sufficient amount will be set aside in such Senior Debt Service Account and will be available for the prompt payment of such principal of and interest on all Outstanding Senior Bonds and shall be not less than one-sixth ($1/6$) of the interest becoming due on the next succeeding interest payment date and not less than one-twelfth ($1/12$) of the principal becoming due (or subject to mandatory redemption) on the next succeeding principal payment date on all Outstanding Senior Bonds until there is sufficient money in such Senior Debt Service Account to pay such principal or interest, or both.

Credits into such Senior Debt Service Account may be suspended in any Bond Year at such time as there shall be a sufficient sum held in cash and investments in such Account to meet principal and interest requirements in such Account for the balance of such Bond Year, but such credits shall again be resumed at the beginning of the next Bond Year. All moneys in such Senior Debt Service Account shall be used only for the purpose of paying interest and principal and applicable premium on Outstanding Senior Bonds.

(A) Receipts of Pledged Taxes with respect to the Bonds shall be deposited into a separate **“Pledged Taxes Subaccount”** of the Senior Debt Service Account and shall be used solely and only to pay debt service on the Bonds.

(B) Within the Senior Debt Service Account there shall be a **“Pledged Subaccount”**. Moneys deposited/credited to the Senior Debt Service Account in excess of the amount qualifying for treatment as a BDSF shall be deposited or credited to the related Pledged Subaccount for later transfer to the Senior Debt Service Account when the transferred amount will not disqualify such Senior Debt Service Account as a BDSF. Moneys in the Pledged Subaccount are hereby pledged to the payment of the Bonds and are subject to determination as to Yield Reduction Payments.

(b) Junior Debt Service Account: After any initial deposit required by Section 13, there shall be deposited and credited to the Junior Debt Service Account and held, in cash and investments, a fractional amount (not less than $1/6$) of the interest becoming due on the next succeeding interest payment date on each applicable series of Outstanding Junior Bonds and also a fractional amount (not less than $1/12$) of the principal becoming due (or subject to mandatory redemption) on the next succeeding principal maturity date of each applicable series of the Outstanding Junior Bonds until there shall have been accumulated and held in cash and investments in such Junior Debt Service Account and the applicable Pledged Revenues Subaccount on or before the month preceding such interest payment date or principal maturity date, or both, an amount sufficient to pay such principal or interest, or both.

In computing the fractional amount to be set aside each month in such Pledged Revenues Subaccount of the Junior Debt Service Account, the fraction shall be so computed that a sufficient amount will be set aside in each such Pledged Revenues Subaccount of the Junior Debt Service Account and will be available for the prompt payment of such principal of and interest on each applicable series of Outstanding Junior Bonds and shall be not less than one-sixth ($1/6$) of the interest becoming due on the next succeeding interest payment date and not less than one-twelfth ($1/12$) of the principal becoming due (or subject to mandatory redemption) on the next succeeding principal payment date on each applicable series of Outstanding Junior Bonds until there is sufficient money in such Pledged Revenues Subaccount of the Junior Debt Service Account to pay such principal or interest, or both.

Credits into such Pledged Revenues Subaccount of the Junior Debt Service Account may be suspended in any Bond Year at such time as there shall be a sufficient sum held in cash and investments in such Account to meet principal and interest requirements in such Account for the balance of such Bond Year, but such credits shall again be resumed at the beginning of the next Bond Year. All moneys in such Junior Debt Service Account shall be used only for the purpose of paying interest and principal and applicable premium on each applicable series of Outstanding Junior Bonds.

(A) Receipts of Pledged Taxes with respect to the Bonds shall be deposited into a separate “**Pledged Taxes Subaccount**” of the Junior Debt Service Account and shall be used solely and only to pay debt service on the Bonds.

(B) Within the Junior Debt Service Account there shall be a “**Pledged Subaccount**”. Moneys deposited/credited to the Junior Debt Service Account in excess of the amount qualifying for treatment as a BDSF shall be deposited or credited to the related Pledged Subaccount for later transfer to the Junior Debt Service Account when the transferred amount will not disqualify such Junior Debt Service Account as a BDSF. Moneys in the Pledged Subaccount are hereby pledged to the payment of the Bonds and are subject to determination as to Yield Reduction Payments.

(c) Surplus Account: All moneys remaining in the Revenue Fund, after crediting the required amounts to the respective Accounts above, and after making up any deficiency in the Accounts above, shall be used, if at all, for one or more of the following purposes (including for any general corporate purpose) without any priority among them:

(1) For the purpose of calling and redeeming Outstanding bonds payable from applicable Pledged Revenues; or

(2) For the purpose of paying principal and interest and applicable premium on any subordinate bonds or obligations; or

(3) For any other lawful purpose, including the authorized purchase of outstanding bonds payable from applicable Pledged Revenues, including applicable premium and accrued interest.

(d) Investments: Moneys to the credit of the above fund, accounts and subaccounts may be invested from time to time by the Issuer's Treasurer in **(i)** interest-bearing bonds, notes, or other direct full faith and credit obligations of the United States of America, **(ii)** obligations unconditionally guaranteed as to both principal and interest by the United States of America, or **(iii)** certificates of deposit or time deposits of any bank or savings and loan association, as defined by Illinois laws, provided such bank or savings and loan association is insured by the Federal Deposit Insurance Corporation or a successor corporation to the Federal Deposit Insurance Corporation and provided further that the principal of such deposits are secured by a pledge of obligations as described in clauses (d) (i) and (d) (ii) above in the full principal amount of such deposits, or otherwise collateralized in such amount and in such manner as may be required by law. Such investments may be sold from time to time by the Treasurer of the Issuer as funds may be needed for the purpose for which such Accounts have been created. All interest on any funds so invested shall be credited to the applicable Account of the Fund and is hereby deemed and allocated as expended with the next expenditure or expenditures of money from the applicable Account of the Fund. Moneys in any of such accounts and subaccounts shall be invested by the Issuer's Treasurer, if necessary, in investments restricted as to yield, which investments may be in U.S. Treasury Securities - State and Local Government Series, if available, and to such end the Issuer's Treasurer shall refer to any investment restrictions covenanted by the Issuer or any officer thereof as part of the transcript of proceedings for the issuance of the Bonds, and to appropriate opinions of counsel.

Section 13. Bond Proceeds Account. Except for accrued interest received on the sale of Bonds (and an amount of Bond proceeds or other available funds to pay interest to and including the first interest payment date as specified in a Bond Order), which shall be deposited upon issuance of the Bonds into the applicable Debt Service Account, all remaining proceeds derived from the sale of the Bonds, and net of applicable issuance costs directly paid by the Purchaser (for which a credit for the purchase price is hereby allowed), shall be deposited in the **"Bond Proceeds Account"**, and identified to the Bonds, within which there further shall be, as applicable, a **"Proceeds Subaccount"** with respect to applicable Project costs and issuance costs, and a **"Refunding Subaccount"** with respect to applicable Refunding costs not paid by a direct deposit into a Refunding Account or a Refunding Deposit, which are hereby established as special accounts and subaccounts of the Issuer. Moneys in the applicable subaccount or subaccounts of the applicable Bond Proceeds Account shall be used for the purposes specified in Section 3 of this ordinance (that is, the costs of the Project and the Refunding with respect to which the Bonds are issued) and for the payment of costs of issuance of such Bonds, but may

hereafter be reallocated and used for other lawful purposes in accordance with applicable law. Before any such reallocation shall be made, there shall be requested and filed with the Issuer's City Clerk, an opinion of Evans, Froehlich, Beth & Chamley, Champaign, Illinois, or other nationally recognized Bond counsel ("**Bond Counsel**") to the effect that such reappropriation is authorized and will not adversely affect the tax-exempt status of the Bonds under Section 103 of the Internal Revenue Code of 1986, as amended. Moneys in each subaccount of the Bond Proceeds Account be withdrawn from time to time as needed for the payment of costs and expenses incurred by the Issuer in connection with the Refunding and the Project and for paying the fees and expenses incidental thereto. Moneys shall be withdrawn from the depository in connection with such funds from time to time by the City Treasurer or other appropriate financial officer of the Issuer only upon submission to such officer of the following (provided that funds to refund Prior Bonds shall be directly applied without this process either from an applicable Refunding Deposit, Refunding Account or Refunding Subaccount, including under a Refunding Agreement):

A duplicate copy of the order signed by the Mayor or City Administrator, or such other officer(s) as may from time to time be by law authorized to sign and countersign orders of the Issuer, the Bond Proceeds Account and the purpose for which the order is issued and indicating that the payment for which the order is issued has been approved by the Corporate Authorities.

Within sixty (60) days after completion of the Project, the Mayor or City Administrator shall certify to the Corporate Authorities the fact that the Project has been completed, and after all costs have been paid, the Mayor shall execute a completion certificate and file it with the City Treasurer and in the records of the Issuer certifying that the Project has been completed and that all costs have been paid; and, if at that time any funds remain in the applicable Bond Proceeds Account, the same shall be applied for other authorized improvements or work or such officer shall credit such funds to the applicable Debt Service Account as the Corporate Authorities direct.

Section 14. Issuance of Additional Bonds. In connection with the Bonds, subject to any senior ordinance or bonds authorizing Senior Bonds, the Issuer reserves the right to issue:

(a) Parity Bonds payable from applicable Pledged Revenues without limit provided that the applicable Pledged Revenues, as determined or as adjusted as hereinbelow set out shall be sufficient to provide for or pay all of the following (as applicable): (i) Operation and Maintenance Expenses of an enterprise (but not including depreciation), (ii) debt service on all Outstanding bonds payable from such Pledged Revenues computed immediately after the issuance of any proposed Parity Bonds, (iii) all amounts required to meet any fund or account requirements with respect to such Outstanding bonds, (iv) other contractual or tort liability obligations then due and payable, if any, and (v) an additional amount not less than 0.10 times debt service (as provided in Section 15 of the Local Government Debt Reform Act) on such of the Alternate Bonds as shall remain Outstanding bonds after the issuance of the proposed Parity Bonds. Such sufficiency shall be calculated for each year to the final maturity of

such Alternate Bonds which shall remain Outstanding after the issuance of the proposed Parity Bonds. The determination of the sufficiency of the applicable Pledged Revenues shall be supported by reference to the most recent audit of the Issuer, which audit shall be for a Fiscal Year ending not earlier than eighteen (18) months previous to the time of issuance of the proposed Parity Bonds. If such audit shows the applicable Pledged Revenues to be insufficient, then the determination of sufficiency, supported by a “**report**” under the Local Government Debt Reform Act, may be made in either of the following two ways:

1. The applicable source of Pledged Revenues may be adjusted in the event there has been an increase thereof from the revenues or the rates in effect for the Fiscal Year of such audit (if such increase is still in effect at the time of the issuance of such proposed Parity Bonds) or other applicable Pledged Revenues to show such Pledged Revenues as they would have been if such increase had been in effect during all of the Fiscal Year. Any such adjusted statement of Pledged Revenues shall be evidenced by the certificate of an independent consulting engineer, an independent certified public accountant or an independent financial consultant employed for such purpose, without involvement in the related project, in accordance with applicable law.

2. The determination of sufficiency of such Pledged Revenues may be supported by the report of an independent accountant or feasibility analyst, the latter having a national reputation for expertise in such matters, without involvement in the related project, demonstrating the sufficiency of the applicable Pledged Revenues and explaining by what means they will be greater than as shown in the audit and sufficient under the Local Government Debt Reform Act.

The reference to and acceptance of an audit, an adjusted statement of the Pledged Revenues, or a report, as the case may be, and the determination of the Corporate Authorities of the sufficiency of the applicable Pledged Revenues shall be conclusive evidence that the conditions of this Section 14(a) have been met and that the Parity Bonds are properly issued hereunder; and no right to challenge such determination is granted to the registered owners of the Bonds.

(b) bonds or other obligations payable from applicable Pledged Revenues subordinate to the lien of any prior or superior bonds which remain Outstanding after the issuance of such bonds or other obligations.

Section 15. Arbitrage Rebate. The Issuer shall comply with the provisions of Section 148(f) of the Internal Revenue Code of 1986, as amended, relating to the rebate of certain investment earnings at periodic intervals to the United States of America to the extent that there shall have been requested and filed with the Issuer’s City Clerk an opinion of Bond Counsel to the effect that such compliance is necessary to preserve the exclusion from gross income for federal income tax purposes of interest on any series of the Bonds under Section 103 of the Internal Revenue Code of 1986, as amended. There is hereby authorized to be created a separate and special accounts identified to the Bonds, to be known as the “**Rebate Account**”,

and further identified to the Bonds or into which there shall be deposited as necessary investment earnings to the extent required so as to maintain the tax-exempt status of the interest on the Bonds under Section 148(f) of the Internal Revenue Code of 1986, as amended. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) shall be payable from applicable excess earnings or other sources which are to be deposited into the Rebate Account.

Section 16. Investment Regulations. All investments shall be in Qualified Investments, unless otherwise expressly herein provided. No investment shall be made of any moneys in the applicable Debt Service Account, related to the Bonds, or the Bond Proceeds Account related to the Bonds, except in accordance with the tax covenants and other covenants set forth in Section 17 of this ordinance. All income derived from such investments in respect of moneys or securities in any fund or account or subaccount shall be credited in each case to the fund or account in which such moneys or securities are held.

Any moneys in any fund or account or subaccount that are subject to investment yield restrictions may be invested in United States Treasury Securities, State and Local Government Series, pursuant to the regulations of the United States Treasury Department, Bureau of Public Debt. The City Treasurer or other appropriate financial officer of the Issuer and agents designated by such officer are hereby authorized to submit on behalf of the Issuer subscriptions for such United States Treasury Securities and to request redemption of such United States Treasury Securities.

Section 17. Non-Arbitrage and Tax-Exemption. One purpose of this Section is to set forth various facts regarding the Bonds and to establish the expectations of the Corporate Authorities and the Issuer as to future events regarding the Bonds and the use of Bond proceeds. The certifications and representations made herein and at the time of the issuance of the Bonds are intended, and may be relied upon, as certifications and expectations described in Section 1.148-1 *et seq.* of the Income Tax Regulations dealing with arbitrage and rebate (the “**Regulations**”). The covenants and agreements contained herein and at the time of the issuance of Bonds are made for the benefit of the owners from time to time of the Bonds. The Corporate Authorities and the Issuer agree, certify, covenant and represent as follows:

(a) The Bonds are being issued to pay costs of refinancing the Prior Projects by refunding Prior Bonds and related costs and expenses, and all of the amounts received upon the sale of the Bonds, plus all investment earnings thereon (the “**Proceeds**”) are needed for the purposes for which the Bonds are being issued. The Prior Bonds will be retired as provided in a Refunding Agreement or as provided with respect to one or more Refunding Deposits.

(b) The Issuer has entered into, or did within six months from the date of issue of the Prior Bonds enter into, and with respect to the projects will enter into, binding contracts or commitments obligating it to spend at least 5% of the proceeds of the applicable Prior Bonds for constructing, acquiring and installing the related Prior Projects. The work of acquiring, constructing and installing the Prior Projects timely commenced and continued to proceed with due diligence to completion within 2 years of

issuance, at which time all of the Prior Bonds Proceeds were spent and all of the Bond Proceeds are expected to be spent. There are no unspent Prior Bonds proceeds.

(c) The Issuer has on hand no funds which could legally and practically be used for Refunding Prior Bonds and refinancing the related Prior Projects, which are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes. Accordingly, no portion of the Proceeds of the applicable Bonds will be used (i) directly or indirectly to replace funds of the Issuer or any agency, department or division thereof that could be used for refunding the related Prior Bonds, or (ii) to replace any proceeds of the Bonds or any prior issuance of obligations by the Issuer. No portion of any issue of the Bonds is being issued solely for the purpose of investing Proceeds at a Yield higher than the Yield on any issue of Bonds. For purposes of this Section, “**Yield**” means that yield (that is, the discount rate) which when used in computing the present worth of all payments of principal and interest to be paid on an obligation (using semi-annual compounding on the basis of a 360-day year) produces an amount equal to the purchase price of the Bonds, including accrued interest, and the purchase price of the Bonds is equal to the first offering price at which the first 10% or more of the principal amount of each maturity of a particular series of the Bonds is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers).

(d) All principal proceeds of the Bonds, net of accrued interest and issuance costs directly paid by the Purchaser, will be deposited in the Bond Proceeds Account (or deposited as a Refunding Deposit with the paying agents for the applicable Prior Bonds or funding a Refunding Deposit or Refunding Account under a Refunding Agreement) and used to pay related costs and Refunding Prior Bonds and costs of issuance of the Bonds, and any accrued interest and premium received on the delivery of the Bonds will be deposited in the applicable Debt Service Account and used to pay the first interest due on the Bonds. Earnings on the investment of moneys in any fund or account or subaccount will be credited to that fund or account. Other refunding costs, including issuance costs of the Bonds, will be paid directly from other proceeds or from the applicable Bond Proceeds Account, and no other moneys are expected to be deposited therein. This ordinance provides that moneys in a Depreciation Account may be applied to pay debt service on the Bonds in the event there shall be an insufficiency therefor. However, due to the expected application of such moneys to pay costs of replacement, repair and extraordinary maintenance, it is unlikely such moneys with respect to Bonds will be available for such purpose. Interest on and principal of Bonds will be paid from the applicable Debt Service Account. Except as provided for the Refunding, no Proceeds will be used more than ninety (90) days after the date of issue of the Bonds for the purpose of paying any principal or interest on any other issue of bonds, notes, certificates or warrants or on any installment contract or other obligation of the Issuer or for the purpose of replacing any funds of the Issuer used for such purpose.

(e) The applicable Debt Service Account (except the related Pledged Subaccount) is established to achieve a proper matching of revenues and earnings with debt service in each year for the related series of Bonds. Other than any amounts held to

pay principal of matured Bonds that have not been presented for payment, it is expected that any moneys deposited in the applicable Debt Service Account (except the related Pledged Subaccount) will be spent within the 12-month period beginning on the date of deposit therein. Any earnings from the investment of amounts in the applicable Debt Service Account (except the related Pledged Subaccount) will be spent within a one-year period beginning on the date of receipt of such investment earnings. Other than any amounts held to pay principal of matured Bonds that have not been presented for payment, it is expected that the applicable Debt Service Account (except the related Pledged Subaccount) will be depleted at least once a year, except for a reasonable carryover amount not to exceed the greater of (i) one-year's earnings on the investment of moneys in each Debt Service Account (except the related Pledged Subaccount) a, or (ii) in the aggregate one-twelfth (1/12th) of the annual debt service on the applicable series of related Bonds.

(f) Other than the applicable Debt Service Account, no funds or accounts, including any Depreciation Account, have been or are expected to be established, and no moneys or property have been or are expected to be pledged (no matter where held or the source thereof) which will be available to pay, directly or indirectly, Bonds or restricted so as to give reasonable assurance of their availability for such purposes. No property of any kind is pledged to secure, or is available to pay, obligations of the Issuer to any credit enhancer or liquidity provider.

(g) (i) All amounts on deposit in the Bond Proceeds Account or in the applicable Debt Service Account and all Proceeds, no matter in what funds or accounts deposited ("**Gross Proceeds**"), to the extent not exempted in (ii) below, and all amounts in any fund or account or subaccount pledged directly or indirectly to the payment of the Bonds which will be available to pay, directly or indirectly, the Bonds or restricted so as to give reasonable assurance of their availability for such purpose contrary to the expectations set forth in (f) above, shall be invested at market prices and at a Yield not in excess of the Yield on such Bonds plus, for amounts in the Bond Proceeds Account to be applied to finance the applicable projects with excess proceeds, 1/8 of 1%.

(ii) The following may be invested without Yield restriction:

(A) amounts invested in obligations described in Section 103(a) of the Internal Revenue Code of 1986, as amended (but not specified private activity bonds as defined in Section 57(a)(5)(C) of the Code), the interest on which is not includable in the gross income of any registered owner thereof for federal income tax purposes ("**Tax-Exempt Obligations**");

(B) amounts deposited in the applicable Debt Service Account (except the related Pledged Subaccount) that are reasonably expected to be expended within thirteen (13) months from the deposit date and have not been on deposit therein for more than thirteen (13) months;

(C) amounts, if any, in the Bond Proceeds Account constituting excess proceeds to be applied to a project to the earlier of completion (or abandonment) of such improvements or three (3) years from the date of issue of the particular series of related Bonds for each such project;

(D) an amount not to exceed the lesser of \$100,000 or 5% of a particular series of Bond proceeds;

(E) all amounts for the first thirty (30) days after they become Gross Proceeds (e.g., date of deposit in any fund or account securing a particular series of Bonds);

(F) all amounts (other than with respect to Refundings) derived from the investment of the Proceeds for a period of one (1) year from the date received; and

(G) excess proceeds for a 3-year temporary period for project costs.

(h) Subject to (q) below, once moneys are subject to the Yield limits of (g)(i) above, such moneys remain Yield restricted until they cease to be Gross Proceeds.

(i) Pursuant to Section 148(f)(4)(D) of the Internal Revenue Code of 1986, as amended, the Issuer is excepted from the required rebate of arbitrage profits on the Bonds. The Issuer is a governmental unit with general taxing powers, none of the Bonds is a **“private activity bond”** as defined in Section 141(a) of the Internal Revenue Code of 1986, as amended, and all the net proceeds of the Bonds are to be used for the local government activities of the Issuer (i.e., the Project and Refunding Prior Bonds), the aggregate face amount of all tax-exempt obligations (and excluding **“private activity bonds”** as defined in Internal Revenue Code of 1986, as amended) to be issued by the Issuer and all subordinate entities thereof (of which there are none) during the calendar year of issuance of the Bonds, including the Bonds, is reasonably expected to exceed \$5,000,000 to be taken into account under such Section 148(f)(4)(D). In any event, the Issuer reserves the right to use any applicable exception from such arbitrage rebate, including the 6-month expenditure and 2-year construction spend down exception under Section 148(f)(4)(C) of the Internal Revenue Code of 1986, as amended, or the 18-month expenditure exception under Section 1.148-7(d) of the Regulations, and the Mayor is authorized to select and document any such exception.

(j) None of the Proceeds will be used, directly or indirectly, to replace funds which were used in any business carried on by any person other than a state or local governmental unit.

(k) The payment of the principal of or the interest on the Bonds will not be, directly or indirectly: (A) secured by any interest in (i) property used or to be used for a private business use by any person other than a state or local governmental unit, or (ii)

payments in respect of such property, or **(B)** derived from payments (whether or not by or to the Issuer), in respect of property, or borrowed money, used or to be used for a private business use by any person other than a state or local governmental unit.

(l) None of the Proceeds will be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(m) No user of the Project or any Prior Project, other than a state or local government unit, will use the Project or such Prior Projects on any basis other than the same basis as the general public, and no person other than a state or local governmental unit will be a user of the Project or such Prior Projects as a result of **(i)** ownership, or **(ii)** actual or beneficial use pursuant to a lease or a management or incentive payment contract, or **(iii)** any other similar arrangement.

(n) Beginning on the 15th day prior to the sale date of the Bonds, the Issuer has not sold or delivered, and will not sell or deliver, (nor will it deliver within 15 days after the date of issuance of such Bonds) any other obligations pursuant to a common plan of financing, which will be paid out of substantially the same source of funds (or which will have substantially the same claim to be paid out of substantially the same source of funds) as the Bonds or will be paid directly or indirectly from Proceeds.

(o) No portion of the Project or any Prior Project is expected to be sold or otherwise disposed of prior to the last maturity of the particular Bonds to which it relates.

(p) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-0 *et seq.* of the Regulations.

(q) The Yield restrictions contained in (g) above or any other restriction or covenant contained herein need not be observed and may be changed if the Issuer receives an opinion of Bond Counsel to the effect that such non-observance or change will not adversely affect the tax-exempt status of interest on Bonds to which such Bonds otherwise are entitled.

(r) The Issuer acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein and that Bond Counsel should be contacted if such changes do occur.

(s) The Corporate Authorities have no reason to believe the facts, estimates, circumstances and expectations set forth herein are untrue or incomplete in any material respect. On the basis of such facts, estimates, circumstances and expectations, it is not expected that the Proceeds or any other moneys or property will be used in a manner that will cause the Bonds to be private activity bonds, arbitrage bonds or hedge bonds within the meaning of Sections 141, 148 or 149(g) of the Internal Revenue Code of 1986, as amended, and of applicable regulations. To the best of the knowledge and belief of the

Corporate Authorities, such expectations are reasonable, and there are no other facts, estimates and circumstances that would materially change such expectations.

The Issuer also agrees and covenants with the owners of Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with all present federal tax law and related regulations and with whatever federal tax law is adopted and regulations promulgated in the future which apply to such Bonds and affect the tax-exempt status of such Bonds.

Section 18. Further Assurances and Actions. The Corporate Authorities hereby authorize the officials of the Issuer responsible for issuing the Bonds, the same being the Issuer's Mayor, City Administrator, City Clerk and City Treasurer, to make such further filings, covenants, certifications and supplemental agreements (including but not limited to a Purchase Agreement, Disclosure Agreement, Refunding Agreement and Arbitrage Regulation Agreement) as may be necessary to assure that the Project, the Prior Projects, the Bonds, and related proceeds, will not cause any of the Bonds to be private activity bonds, arbitrage bonds or hedge bonds and to assure that the interest on each series of the Bonds will be excluded from gross income for federal income tax purposes and that there will be compliance by the Purchaser with Rule 15c2-12. In connection therewith, the Issuer and the Corporate Authorities further agree: (a) through the officers of the Issuer, to make such further specific covenants, representations as shall be true, correct and complete, and assurances as may be necessary or advisable; (b) to consult with Bond Counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Issuer in such compliance. The call to retire the Prior Bonds is hereby authorized and approved or ratified if already given and abatement of related prior Pledged Taxes is authorized upon the Refundings and with respect to Pledged Taxes hereunder, as applicable.

Section 19. General Covenants. The Issuer covenants and agrees with the registered owners of the Outstanding Bonds, so long as there are any Outstanding Bonds (as defined herein) of the applicable series, as follows:

(a) The Issuer will take all action necessary to impose, levy and collect the Pledged Revenues and Pledged Taxes in the manner contemplated by this ordinance and such Pledged Revenues shall not be less than as shall be required under Section 15 of the Local Government Debt Reform Act to maintain the Bonds as Alternate Bonds according to their terms.

(b) In connection with Alternate Bonds, the Issuer covenants that it will, while any of the Bonds shall remain outstanding, charge rates and fees which, together with any other Pledged Revenues applicable to the Bonds, are sufficient to provide for or pay an amount not less than 1.25 times the debt service for all (i) Alternate Bonds payable from applicable Pledged Revenues, and the Bonds Outstanding; and (ii) Alternate Bonds proposed to be issued and payable from the applicable Pledged Revenues.

(c) Whenever the 110% coverage in subsection (b) above is not effected or any Alternate Bonds under this ordinance at any time fail to qualify as Alternate Bonds not subject to any applicable debt limit under Section 15 of the Local Government Debt Reform Act applicable Pledged Taxes are extended and collected as in Section 10 hereof, the Issuer covenants to promptly have prepared a financial analysis of Pledged Revenues by an independent consulting accountant or other qualified professional employed for that purpose, and further, to send a copy of such analysis, when completed, to the Purchaser of the Bonds along with a letter indicating what action the Issuer has taken responsive to such study and to comply with Section 15 of the Local Government Debt Reform Act.

(d) The Issuer will make and keep proper books and accounts (separate and apart from all other records and accounts of the Issuer), in which complete entries shall be made of all transactions relating to the Pledged Taxes and the Pledged Revenues, and hereby covenants that within 120 days following the close of each Fiscal Year, it will cause the books and accounts related to the Pledged Revenues and Pledged Taxes, to be audited by independent certified public accountants. Such audit will be available for inspection by owners of any of the Bonds. Supplemental to a Disclosure Agreement, upon availability, the Issuer upon request will send to the Purchaser a copy of such audit and of its general audit in each year. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein, shall, without limiting the generality of the foregoing, include the following:

(i) A balance sheet as of the end of such Fiscal Year, including a statement of the amount held in each of the funds and accounts under this ordinance.

(ii) A list of all insurance policies in force at the end of the Fiscal Year, setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy.

(iii) The amount and details of all Outstanding bonds.

(iv) The accountants comments regarding the manner in which the Issuer has carried out the accounting requirements of this ordinance (including as to the Alternate Bond status of applicable Bonds) and has complied with Section 15 of the Local Government Debt Reform Act, and the accountants recommendations for any changes.

It is further covenanted and agreed that a copy of each such audit upon request shall be furnished upon completion to the Purchaser.

(e) The Issuer will keep its books and accounts in accordance with generally accepted fund reporting practices for local government entities and enterprise funds; provided, however, that the monthly credits to the applicable Debt Service Account shall

be in cash, and such funds shall be held separate and apart in cash and investments. For the purpose of determining whether sufficient cash and investments are on deposit in such accounts under the terms and requirements of this ordinance, investments shall be valued at the lower of the cost or market price on the valuation date thereof, which valuation date shall be not less frequently than annually.

(f) The Issuer will take no action in relation to the Pledged Revenues or the Pledged Taxes which would unfavorably affect the security of any of the Outstanding Bonds or the prompt payment of the principal and interest thereon or qualification of the Bonds as Alternate Bonds.

(g) The owner of any Bond may proceed by civil action to compel performance of all duties required by law and this ordinance.

(h) The Issuer will adopt a budget and/or approve appropriations for its general fund prior to the beginning of each Fiscal Year (or in the next quarter if applicable law permits), subject to all applicable state laws, providing for payment of all sums to be due in the Fiscal Year or Bond Year so as to comply with the terms of this ordinance. The budget may include in its estimate of income the use of available surplus moneys or other funds of the Issuer appropriated for such purposes. If during the Fiscal Year there are extraordinary receipts or payments of unusual cost, the Issuer will adopt an amended budget for the remainder of the Fiscal Year, providing for receipts or payments pursuant to this ordinance.

(i) The Issuer will comply with the special covenants concerning Alternate Bonds as required by Section 15 of the Local Government Debt Reform Act and this ordinance.

(j) The Issuer will not sell, lease, loan, mortgage or in any manner dispose of or encumber any Prior Projects (subject to the right of the Issuer to issue additional bonds (i.e. including Parity Bonds) as provided in this ordinance, to issue obligations subordinate to the applicable Outstanding Bonds, and to dispose of real or personal property which is no longer useful or necessary to the operation of the applicable enterprises or to the function of the Prior Projects), and the Issuer will take no action in relation to the applicable enterprises, the Project or the Prior Projects which would unfavorably affect the security of any of applicable Outstanding Bonds or the prompt payment of the principal and interest thereon.

(k) The Issuer will pay, or cause to be paid, as the same become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed, imposed or levied against municipal properties or the Issuer or to the Prior Projects.

(l) The Issuer will carry insurance on the Project and the Prior Projects of the kinds and in the amounts which are usually carried by private parties operating similar properties, covering such risks as shall be recommended by a competent consulting

engineer or insurance consultant employed by the Issuer for the purpose of making such recommendations. All moneys received for loss under such insurance policies shall be deposited in a segregated insurance account and used in making good the loss or damage in respect of which they were paid, either by repairing the property damaged or making replacement of the property destroyed, and provision for making good such loss or damage shall be made within ninety (90) days from the date of the loss. The proceeds derived from any and all policies for workers compensation or public liability shall be paid into a segregated account and used in paying the claims on account of which they were received.

(m) After their issuance, to the extent lawful each issue of the Bonds shall be incontestable by the Issuer.

Section 20. Ordinance to Constitute a Contract. The provisions of this ordinance shall constitute a contract between the Issuer and the owners of the Bonds. Any pledge made in this ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the registered owners of any and all of the Bonds. All of the Alternate Bonds issued under this ordinance, regardless of the time or times of their issuance, shall be of equal rank in the related Pledged Revenues without preference, priority or distinction of any of such Bonds over any other thereof (or of each series, as applicable), except as expressly provided in or pursuant to this ordinance. This ordinance, as supplemented and amended, shall constitute full authority for the issuance of the Bonds, and to the extent that the provisions thereof conflict with the provisions of any other ordinance or resolution of the Issuer, the provisions of this ordinance shall control.

Section 21. Severability and No Contest. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance or any ordinance supplemental hereto. Upon the issuance of the Bonds, neither the Bonds nor this ordinance shall be subject to contest by or in respect of the Issuer, to the extent lawful.

Section 22. Bank Qualified Bonds. Pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, the Issuer as applicable at the time of sale and delivery of each series of Bonds shall designate in an applicable Bond Order such Bonds as **“qualified tax-exempt obligations”** as defined in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Issuer by any such designation represents that the reasonably anticipated amount of tax-exempt obligations that will be issued by the Issuer and all subordinate entities (of which there are none) of the Issuer during the calendar year in which the Bonds are issued will not exceed \$10,000,000 within the meaning of or to be taken into account under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Issuer by any such designation covenants that in that connection it will not so designate and issue more than \$10,000,000 aggregate principal amount of tax-exempt obligations in such calendar year. For purposes of this Section, the term **“tax-exempt obligations”** includes **“qualified 501(c)(3) Bonds”** (as defined in the Section 145 of the Internal Revenue Code of 1986, as amended) but

does not include other “**private activity bonds**” (as defined in Section 141 of the Internal Revenue Code of 1986, as amended). The Issuer anticipates designating Bonds as “**qualified tax-exempt obligations**,” but reserves the right in a Bond Order to redesignate such Bonds.

Section 23. Conflict. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby superseded to the extent of such conflict and this ordinance shall be in full force and effect forthwith upon its adoption. This ordinance has remained on file with the City Clerk for public inspection, in the form in which it is finally passed, at least one week before the final passage thereof.

Section 24. Effective Date. This ordinance shall become effective immediately upon its passage and approval in the manner provided by law, and upon its becoming effective and upon or prior to the issuance of any Bonds a certified copy of this ordinance shall be filed with the County Clerks of Monroe and St. Clair Counties, Illinois.

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Upon motion by Council Member Roessler, seconded by Council Member Holtkamp, adopted this 20th day of January, 2015, by roll call vote as follows:

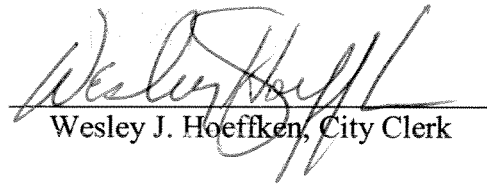
Yeas: Aldermen Ebersohl, Agne, Niemietz, Roessler, Reis and Holtkamp.

Nays: None.

Absent: Aldermen Huch and Mathews.

(SEAL)

ATTEST:


Wesley J. Hoeffken, City Clerk

APPROVED: January 20, 2015


Mayor Kevin B. Hutchinson

STATE OF ILLINOIS)
THE COUNTY OF ST. CLAIR) SS
CITY OF COLUMBIA)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly selected, qualified and acting City Clerk of the City of Columbia, Monroe and St. Clair Counties, Illinois (the “**Issuer**”), and as such official I am the keeper of the records and files of the Issuer and of its City Council (the “**Corporate Authorities**”).

I do further certify that the attached constitutes a full, true and complete excerpt from the proceedings of the regular meeting of the Corporate Authorities held on the 20th day of January, 2015, insofar as the same relates to the adoption of Ordinance No. 3158, entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS (PUBLIC UTILITY TAXES ALTERNATE REVENUE SOURCE), SERIES 2015, OF THE CITY OF COLUMBIA, MONROE AND ST. CLAIR COUNTIES, ILLINOIS, PROVIDING THE DETAILS OF SUCH BONDS AND FOR APPLICABLE ALTERNATE REVENUE SOURCES AND LEVIES OF DIRECT ANNUAL TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS,

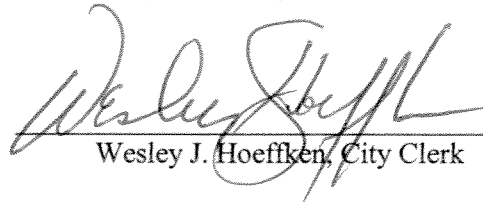
a true, correct and complete copy of which ordinance (the “**Ordinance**”) as adopted at such meeting appears in the transcript of the minutes of such meeting and is hereto attached. The Ordinance was adopted and approved by the vote and on the date therein set forth.

This Ordinance has remained on file with the City Clerk for public inspection, in the form in which it is finally passed, at least one week before the final passage thereof.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such Ordinance were taken openly, that the adoption of such Ordinance was duly moved and seconded, that the vote on the adoption of such Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for the meeting was duly posted on the Issuer’s website at least 48 hours prior to the meeting, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and such Code and their procedural rules in the adoption of such Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City of Columbia, Monroe and St. Clair Counties, Illinois, this 20th day of January, 2015.

(SEAL)


Wesley J. Hoeffken, City Clerk