

MINUTES of a special public meeting of the Board of Park Commissioners of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois, held at the Administrative Center, 10 Gateway Drive, Collinsville, Illinois, in said Park District at 6:30 o'clock P.M., on the 7th day of December, 2015.

\* \* \*

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

Upon the roll being called, Patrick Collins, the President, and the following Park Commissioners were physically present at said location: BRAD SEWELL,  
JEANNE LOMAX, DAVID TANZYUS, MARK ACHENBACH

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

NONE

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

The following Park Commissioners were absent and did not participate in the meeting in any manner or to any extent whatsoever: NONE

The President announced that the next item for consideration was an ordinance (i) amending Ordinance No. 15-7 adopted by the Board of Park Commissioners on November 25, 2015, authorizing the issuance of not to exceed \$1,490,000 General Obligation Park Bonds, Series 2015, to be issued by the District pursuant to the Section 6-4 of the Park District Code in order to provide the revenue source for the payment of certain of the District's outstanding alternate bonds to authorize the execution and delivery of a Tax Escrow Agreement

in connection therewith and to appoint UMB Bank, National Association, Kansas City, Missouri, as bond registrar and paying agent for said bonds, and (ii) repealing Ordinance No. 15-6 adopted by the Board on November 5, 2015, and that the Board of Park Commissioners would consider the adoption of the ordinance providing for same.

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

ORDINANCE NO. 15-8

AN ORDINANCE amending Ordinance No. 15-7 authorizing the issuance of not to exceed \$1,490,000 General Obligation Park Bonds, Series 2015, of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois, for the payment of certain outstanding alternate bonds of said Park District to authorize the execution and delivery of a Tax Escrow Agreement in connection therewith and to appoint UMB Bank, National Association, Kansas City, Missouri, as bond registrar and paying agent for said bonds, and repealing Ordinance No. 15-6.

\* \* \*

WHEREAS, the Board of Park Commissioners (the "*Board*") of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois (the "*District*"), on the 25th day of November, 2015, adopted Ordinance No. 15-7 entitled:

AN ORDINANCE providing for the issue of not to exceed \$1,490,000 General Obligation Park Bonds, Series 2015, of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois, for the payment of certain outstanding alternate bonds of said Park District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to purchaser thereof.

(the "*Bond Ordinance*"), pursuant to which the District has issued its \$1,360,000 General Obligation Park Bonds, Series 2015A, and \$79,000 Taxable General Obligation Park Bonds, Series 2015B (together, the "*Bonds*"); and

WHEREAS, The Farmers National Bank, Prophetstown, Illinois (the "*Purchaser*"), has requested that a designated Bond Fund be established by the District to repay the Bonds and that the County Collectors (the "*County Collectors*") of The Counties of Madison and St. Clair, Illinois (the "*Counties*"), be directed to deposit the proceeds of the taxes levied in Section 7 of the Bond Ordinance directly into such Bond Fund in accordance with the terms of a Tax Escrow Agreement dated as of the date hereof (the "*Tax Escrow Agreement*") between the District and UMB Bank, National Association, Kansas City, Missouri (the "*Tax Escrow Agent*"); and

WHEREAS, the Purchaser has further requested that UMB Bank, National Association, Kansas City, Missouri, be appointed as bond registrar and paying agent for the Bonds; and

WHEREAS, the Board has determined and does hereby determine that it is necessary and in the best interests of the District that certain of the provisions in the Bond Ordinance be amended per the Purchaser's request; and

WHEREAS, on the 5th day of November, 2015, the Board adopted Ordinance No. 15-6, authorizing the sale of bonds to The Bank of Edwardsville, Edwardsville, Illinois; and

WHEREAS, the Board has determined and does hereby determine that it is necessary and in the best interests of the District that Ordinance No. 15-6 be repealed:

NOW, THEREFORE, Be It Ordained by the Board of Park Commissioners of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois, as follows:

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

*Section 2. Defined Terms.* Terms used herein and not defined shall have the meaning given to them in the Bond Ordinance.

*Section 3. Amendment of Bond Ordinance.* The Bond Ordinance is hereby amended as follows:

(a) Section 3 of the Bond Ordinance is hereby amended to provide that the Bond Registrar shall be UMB Bank, National Association, Kansas City, Missouri, and not the Treasurer of the Board.

(b) Section 7 of the Bond Ordinance is hereby amended to define the annual taxes levied therein to pay the Bonds as the "*Pledged Taxes*," to define the "*Tax Escrow Agent*"

as UMB Bank, National Association, Kansas City, Missouri, and for the “*Tax Escrow Agreement*” and “*County Collectors*” to have the meanings set forth herein.

(c) Section 7 of the Bond Ordinance is hereby further amended to add the following paragraph thereto:

The Bond Fund shall be held by the Tax Escrow Agent under the Tax Escrow Agreement. The County Collectors shall deposit the Pledged Taxes directly into the Bond Fund held by the Tax Escrow Agent; such taxes shall be used solely and only for paying the principal of and interest on the Bonds. Investment income or profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such income or profit is received or, to the extent lawful and as determined by the Board, transferred to such other fund as may be determined. The District hereby pledges, as equal and ratable security for the Bonds, all present and future proceeds of the Pledged Taxes on deposit in the Bond Fund for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the Board to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the District, as described in the preceding sentence.

*Section 4. Tax Escrow Agreement.* The President and Secretary of the Board are hereby authorized and directed to execute the Tax Escrow Agreement in substantially the form attached hereto as *Exhibit A*. When the Tax Escrow Agreement is executed and delivered on behalf of the District as herein provided, the Tax Escrow Agreement will be binding on the District and the officers, employees and agents of the District, and the officers, employees and agents of the District are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Tax Escrow Agreement as executed. The Bond Ordinance is hereby further amended to attach the Tax Escrow Agreement as *Exhibit B* thereto.

*Section 5. Repeal of Ordinance No. 15-6.* Ordinance No. 15-6 is hereby repealed in its entirety.

*Section 6. Filing.* A certified copy of this Ordinance shall be filed with the Secretary, the County Clerks of the Counties and the County Collectors and provided to the Bond Registrar; and the Secretary shall in the future attach a certified copy of this Ordinance to the Bond Ordinance whenever the Secretary makes available a copy of the Bond Ordinance.

*Section 7. Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

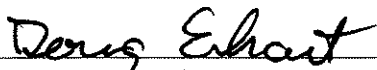
*Section 8. Repeal.* All other ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted December 7, 2015.



\_\_\_\_\_  
President, Board of Park Commissioners

Attest:



\_\_\_\_\_  
Secretary, Board of Park Commissioners

## EXHIBIT A

### TAX ESCROW AGREEMENT

Relating to the \$1,360,000 General Obligation Park Bonds, Series 2015A, and \$79,000 Taxable General Obligation Park Bonds, Series 2015B, of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois.

This Tax Escrow Agreement, dated as of December 7, 2015 (this "*Agreement*"), by and between the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois (the "*District*") and UMB Bank, National Association, as tax escrow agent, not individually, but in the capacity as hereinafter described, with corporate trust offices in Kansas City, Missouri (the "*Tax Escrow Agent*"), in consideration of the mutual promises and agreements herein set forth:

#### WITNESSETH:

#### ARTICLE I.

#### DEFINITIONS

The following words and terms used in this Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning:

"*Board*" means the Board of Park Commissioners of the District.

"*Bond Registrar*" means UMB Bank, National Association, Kansas City, Missouri, as paying agent and bond registrar for the Bonds, or any successor thereto in such capacity under the Bond Ordinance.

"*Bond Ordinance*" means the bond ordinance adopted by the Board on the 25th day of November, 2015, as amended by the ordinance adopted by the Board on the 7th day of December, 2015, authorizing the issuance of the Bonds and the execution of this Agreement.

“*Bonds*” means the \$1,360,000 General Obligation Park Bonds, Series 2015A, and \$79,000 Taxable General Obligation Park Bonds, Series 2015B, of the District.

“*County Collectors*” means the County Treasurers and *ex-officio* County Collectors of The Counties of Madison and St. Clair, Illinois.

“*Permitted Investments*” means any lawful investment for the funds of the District.

“*Pledged Taxes*” means the direct, annual taxes levied by the District in the Bond Ordinance upon all taxable property located in the District for the purpose of paying the interest on and principal of the Bonds.

“*Tax Escrow Account*” means the special account created by Section 2.01 hereof for the purpose of holding funds for the payment of principal of and interest on the Bonds, and designated as the “Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois, Bond and Interest Fund of 2015.”

## ARTICLE II.

### CREATION OF THE TAX ESCROW ACCOUNT

2.01. *Establishment of the Tax Escrow Account.* The Tax Escrow Account is hereby established with the Tax Escrow Agent as a trust fund held for the benefit of the owners of the Bonds pursuant to the Bond Ordinance and this Agreement, separate and segregated from all other funds and accounts of the District.

2.02. *Pledged Taxes.* Pursuant to the Bond Ordinance and for the purpose of providing the funds required to pay the interest on the Bonds when and as the same falls due and to pay and discharge the principal thereof at maturity, the Pledged Taxes shall be paid directly by the County Collectors to the Tax Escrow Agent for deposit into the Tax Escrow Account.



## ARTICLE III.

### OPERATION OF THE TAX ESCROW ACCOUNT

3.01. *Amounts Held in the Tax Escrow Account.* Moneys deposited into the Tax Escrow Account shall be used for the purpose of paying principal of and interest on the Bonds and shall not be used for any other purpose (other than making investments permitted by Section 3.03 hereof) so long as any of the Bonds remain outstanding. The registered owners of the Bonds shall have a first and prior lien upon the moneys deposited into the Tax Escrow Account pursuant to Section 2.02 hereof and upon all present and future proceeds of the Pledged Taxes when deposited into the Tax Escrow Account until the principal of and interest on the Bonds is paid in full, the Bonds are no longer deemed outstanding, or such proceeds are withdrawn or removed from the Tax Escrow Account pursuant to this Agreement.

3.02. *Payment of the Bonds.* On each principal maturity or interest payment date on the Bonds, the Tax Escrow Agent shall withdraw from the Tax Escrow Account and transfer to the Bond Registrar such amounts as are necessary for the purpose of paying all principal of and interest on the Bonds coming due on such date. All transfers of money to the Bond Registrar shall be in immediately available funds. The remittance by the Tax Escrow Agent of such moneys to the Bond Registrar shall fully release and discharge the Tax Escrow Agent from any further duty or obligation with respect thereto under this Agreement. The Tax Escrow Agent is authorized to liquidate any investments in the Tax Escrow Account in order to make moneys available to make such transfers.

3.03. *Investment of Moneys in the Tax Escrow Account.* Pending the need for the moneys deposited and to be deposited into the Tax Escrow Account to be used for payment of principal of and interest on the Bonds, said moneys may be invested by the Tax Escrow Agent in Permitted Investments only in accordance with the directions of the Treasurer of the Board (the "Treasurer") which may be received or given orally or by facsimile transmission but shall

always be confirmed in writing and by mail as hereinafter specified. Investments shall be scheduled to come due to meet maturing principal and interest payments on the Bonds when due.

The Tax Escrow Agent shall report on the status of the Tax Escrow Account on a monthly basis, pursuant to Section 3.04 hereof. Distributions of net earnings on Permitted Investments shall, first, be applied to payment of the fees of the Tax Escrow Agent upon approval of such fees by the Treasurer, and, second, held for the payment of the next interest or principal due on the Bonds, until sufficient moneys are on deposit in the Tax Escrow Account to make such next payment, and thereupon, but only upon request of the Treasurer accompanied by an ordinance of the Board so directing, may be transferred to the Treasurer for deposit in the fund as specified by the Board.

*3.04. Monthly Reports.* The Tax Escrow Agent will submit to the Treasurer on or before the 10th day of each month, commencing in the month of January, 2016, a statement, as of the last day of the immediately preceding month, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the one month period ending on such last day of the preceding month, and also listing the Permitted Investments on deposit therewith on the date of said report, including all moneys held by it received as interest on or profit from the Permitted Investments.

*3.05. Sufficiency Reports; Payment.* The Treasurer will advise or cause the Bond Registrar to advise the Tax Escrow Agent at least thirty (30) days prior to any principal or interest payment date of the amount of principal and/or interest due on the Bonds on such payment date. If it shall then appear to the Tax Escrow Agent that the total funds in the Tax Escrow Account, including deposits therein, investments and earnings on investments, will not be sufficient to make any payment due to the registered owners of any of the Bonds on such

payment date, the Tax Escrow Agent shall notify the Treasurer not less than five (5) days prior to such date and the Treasurer shall make deposits therein as necessary to cure such deficiency.

3.06. *Payment of Fees.* The fees of the Tax Escrow Agent and the Bond Registrar shall be paid by the District from funds other than those deposited hereunder (other than application of interest earnings or profit as hereinabove provided). The fees of the Tax Escrow Agent and the Bond Registrar shall be competitive with fees charged for similar services by other banking institutions within the State of Missouri.

#### ARTICLE IV.

##### COVENANTS

The District and the Tax Escrow Agent covenant and agree as follows:

4.01. *Exculpation of Tax Escrow Agent.* The Tax Escrow Agent shall have no responsibility or liability whatsoever for (a) any of the recitals herein (except those relating to its own organization); (b) the performance of or compliance with any covenant, condition, term or provision of the Bonds or the Bond Ordinance; and (c) any undertaking or statement of the District hereunder or under the Bonds or the Bond Ordinance. The Tax Escrow Agent is not a trustee for the Bondholders and has no obligation in its capacity as Tax Escrow Agent to enforce the rights of the registered owners of the Bonds under this Agreement or the Bond Ordinance.

4.02. *Powers and Duties, Costs.* The Tax Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful misconduct, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be a defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall it be deemed to have failed to take any such action, unless and until it shall have been indemnified by the District to its satisfaction against

any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees (provided notice is given to the District of such costs and outlays within a reasonable time after they are incurred), and if any judgment, decree or recovery be obtained by the Tax Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery.

4.03. *Buy and Sell Bonds, Investments.* The Tax Escrow Agent, in its separate capacity as a banking institution, may in good faith buy, sell or hold and deal in any of the Bonds and may also, at the direction of the Treasurer as provided in Section 3.03 hereof, invest for the Tax Escrow Account in certificates of deposit issued by itself if such qualify as Permitted Investments and in other Permitted Investments purchased from itself.

4.04. *Act upon this Agreement.* All payments to be made by, and all acts, and things required to be done by, the Tax Escrow Agent under the terms and provisions of this Agreement, shall be made and done by the Tax Escrow Agent without any further direction or authority of the District except as expressly provided herein.

4.05. *Act upon Notices or Orders.* The Tax Escrow Agent is authorized, in its sole discretion, to disregard any and all notices or instructions given by the District, the Treasurer, or any other person, firm or corporation, except (i) only such notices or instructions as are hereinabove specifically provided for and (ii) orders or process of any court having jurisdiction duly entered or issued. If any property subject hereto is at any time attached, garnished, or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then, and in any of such events the Tax Escrow Agent is authorized, in its discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal

counsel of its own choosing is binding upon it; and if it complies with any such order, writ, judgment or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

4.06. *Good Faith Actions.* Absent negligence or willful misconduct of the Tax Escrow Agent, the Tax Escrow Agent shall not be personally liable for any act taken or omitted hereunder if taken or omitted by it in good faith and in the exercise of its own best judgment. The Tax Escrow Agent shall also be fully protected in relying upon any written notice, demand, certificate or document which it in good faith believes to be genuine.

4.07. *Further Exculpation.* The Tax Escrow Agent shall not be responsible for the sufficiency or accuracy of the form, execution, validity or genuineness of any securities now or hereafter deposited hereunder, or of any endorsement thereon, or for any lack of endorsement thereon, or for any description therein, nor shall it be responsible or liable in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any such document, security or endorsement or this Tax Escrow Agreement. The Tax Escrow Agent shall not be liable for any depreciation or change in the value of such investments.

4.08. *Consult with Counsel.* If the Tax Escrow Agent reasonably believes it to be necessary to consult with counsel concerning any of its duties in connection with this Agreement, or in case it becomes involved in litigation on account of being Tax Escrow Agent hereunder or on account of having received property subject hereto, then in either case, its costs, expenses, and reasonable attorneys' fees shall be paid by the District, and upon timely notice thereof having been given.

4.09. *Authorization.* Each of the parties hereto covenants, represents and warrants that it has all powers necessary under the applicable statutes, regulations and rulings and its governing body has taken all action necessary to authorize it to enter into this Agreement, and that the signatories to this Agreement on its behalf have been duly authorized to sign this Agreement on its behalf.

4.10. *Illinois Law.* This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Illinois, and shall inure to, and be binding upon, the respective successors and assigns of the parties hereto.

## ARTICLE V.

### NOTICES

5.01. *District.* All notices and communications to the District shall be addressed in writing to:

Board of Park Commissioners  
Collinsville Area Recreation District  
10 Gateway Drive  
Collinsville, Illinois 62234

5.02. *Tax Escrow Agent.* All notices and communications to the Tax Escrow Agent shall be addressed in writing to:

Corporate Trust Department  
UMB Bank, National Association  
2 South Broadway, Suite 600  
St. Louis, Missouri 63102

Notices shall not be deemed to be given until actually received, in the case of the District, by the Secretary of the Board at the District offices (the address hereinabove noted); and in the case of the Tax Escrow Agent, by an officer in its trust department or other trust department employee administering the Tax Escrow Account. The Tax Escrow Agent shall at all times keep the District informed as to the names of its officers and other employees who are directly

involved in the administration of the Tax Escrow Account. Whenever under the terms hereof the time for giving a notice or performing an act falls upon a Saturday, Sunday or holiday, such time shall be extended to the next business day.

## **ARTICLE VI.**

### **RESIGNATION OR REMOVAL OF THE TAX ESCROW AGENT**

The Tax Escrow Agent may at any time resign as tax escrow agent under this Agreement by giving thirty (30) days written notice to the District, and such resignation shall take effect upon the appointment of a successor Tax Escrow Agent by the District. The District may select as successor Tax Escrow Agent any financial institution located within the States of Illinois or Missouri, which is authorized to maintain trust accounts for Illinois corporations under Federal or State law.

If at any time the Tax Escrow Agent is no longer legally authorized or qualified (by reason of any Federal or State law or any other law or regulation) to act as tax escrow agent hereunder, then the District may remove the Tax Escrow Agent and may select as successor Tax Escrow Agent any financial institution located within the State of Illinois or Missouri, which is authorized to maintain trust accounts for Illinois corporations under Federal or State law.

Any successor Tax Escrow Agent selected pursuant to this Article must be approved by the Insurer and must have not less than \$50,000,000 in assets.

## **ARTICLE VII.**

### **ALTERATION AND TERMINATION OF AGREEMENT**

The District and the Tax Escrow Agent may change and alter the terms of this Agreement for the following purposes:

- (a) to correct errors, clarify ambiguities or insert inadvertently omitted material;
- or

(b) to alter the procedures of Article II of this Agreement and definitions pertaining thereto necessitated by changes in State law and procedures thereunder with respect to the collection and distribution of taxes;

*provided, however,* that such changes and alterations shall not materially affect the protections provided by this Agreement to the holders of the Bonds.

This Agreement shall be binding on any successor to the Board during the term of this Agreement.

Upon the retirement of all of the Bonds as hereinabove provided for, the Tax Escrow Agent will transfer any balance remaining in the Tax Escrow Account to the Treasurer with due notice thereof given the District, and thereupon this Agreement shall terminate.

#### **ARTICLE VIII.**

##### **EXECUTION IN COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.



IN WITNESS WHEREOF, the District has caused this Agreement to be executed by the President of the Board and attested by the Secretary of the Board under its corporate seal hereunto affixed, and the Tax Escrow Agent, not individually, but in the capacity as hereinabove described, has caused this Agreement to be executed in its corporate name by one of its officers and to be attested by one of its officers under its corporate seal hereunto affixed, all as of the date first above written.

COLLINSVILLE AREA RECREATION DISTRICT,  
MADISON AND ST. CLAIR COUNTIES,  
ILLINOIS

\_\_\_\_\_  
President, Board of Park Commissioners

Attest:

\_\_\_\_\_  
Secretary, Board of Park Commissioners

[SEAL]

Attest:

UMB BANK, NATIONAL ASSOCIATION  
Kansas City, Missouri

\_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

[BANK SEAL]

✓

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

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

Upon the roll being called, the following Park Commissioners voted AYE: \_\_\_\_\_  
ACHENBACH, SEWELL, LOMAX, COLLINS, TANZYUS  
and the following Park Commissioners voted NAY: NONE

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Whereupon the President declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Secretary to record the same in full in the records of the Board of Park Commissioners of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois, which was done.

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

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

Doug Ewart  
Secretary, Board of Park Commissioners

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF MADISON )

**CERTIFICATION OF MINUTES AND ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioners of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois (the "Board"), and as such official am the keeper of the records and files of the Board.

I further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the special meeting of the Board held on the 7th day of December, 2015, insofar as the same relates to the adoption of Ordinance No. 15-8 entitled:

AN ORDINANCE amending Ordinance No. 15-7 authorizing the issuance of not to exceed \$1,490,000 General Obligation Park Bonds, Series 2015, of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois, for the payment of certain outstanding alternate bonds of said Park District to authorize the execution and delivery of a Tax Escrow Agreement in connection therewith and to appoint UMB Bank, National Association, Kansas City, Missouri, as bond registrar and paying agent for said bonds, and repealing Ordinance No. 15-6.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said Park District, this 7th day of December, 2015.

[SEAL]



  
Secretary, Board of Park Commissioners

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF MADISON )

**FILING CERTIFICATE**

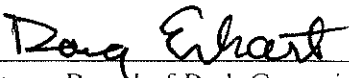
I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioners of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois (the "*Board*"), and as such official I am the keeper of the records and files of the Board.

As such official I do further certify that on the 7th day of December, 2015, there was filed in my office a duly certified copy of Ordinance No. 15-8 entitled:

AN ORDINANCE amending Ordinance No. 15-7 authorizing the issuance of not to exceed \$1,490,000 General Obligation Park Bonds, Series 2015, of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois, for the payment of certain outstanding alternate bonds of said Park District to authorize the execution and delivery of a Tax Escrow Agreement in connection therewith and to appoint UMB Bank, National Association, Kansas City, Missouri, as bond registrar and paying agent for said bonds, and repealing Ordinance No. 15-6.

duly adopted by the Board on the 7th day of December, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 7<sup>th</sup> day of December, 2015.

  
Secretary, Board of Park Commissioners

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF ST. CLAIR    )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of St. Clair, Illinois, and as such official I do further certify that on the 10<sup>th</sup> day of December, 2015, there was filed in my office a duly certified copy of Ordinance No. 15-8 entitled:

AN ORDINANCE amending Ordinance No. 15-7 authorizing the issuance of not to exceed \$1,490,000 General Obligation Park Bonds, Series 2015, of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois, for the payment of certain outstanding alternate bonds of said Park District to authorize the execution and delivery of a Tax Escrow Agreement in connection therewith and to appoint UMB Bank, National Association, Kansas City, Missouri, as bond registrar and paying agent for said bonds, and repealing Ordinance No. 15-6.

duly adopted by the Board of Park Commissioners of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois, on the 7th day of December, 2015, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of December, 2015.



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County Clerk of The County of St. Clair,  
Illinois

(SEAL)

**FILED**

**DEC 10 2015**

**THOMAS HOLBROOK  
COUNTY CLERK**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF MADISON    )


**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Madison, Illinois, and as such official I do further certify that on the 11 day of December, 2015, there was filed in my office a duly certified copy of Ordinance No. 15-8 entitled:

AN ORDINANCE amending Ordinance No. 15-7 authorizing the issuance of not to exceed \$1,490,000 General Obligation Park Bonds, Series 2015, of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois, for the payment of certain outstanding alternate bonds of said Park District to authorize the execution and delivery of a Tax Escrow Agreement in connection therewith and to appoint UMB Bank, National Association, Kansas City, Missouri, as bond registrar and paying agent for said bonds, and repealing Ordinance No. 15-6.

duly adopted by the Board of Park Commissioners of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois, on the 7th day of December, 2015, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this 11 day of December, 2015.

Debra D Mung Mandoza  
County Clerk of The County of Madison,  
Illinois 



STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF MADISON )

**COLLECTOR'S FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Collector of Taxes of The County of Madison, Illinois, and as such official I do further certify that on the \_\_\_\_ day of December, 2015, there was filed in my office a duly certified copy of Ordinance No. 15-8 entitled:

AN ORDINANCE amending Ordinance No. 15-7 authorizing the issuance of not to exceed \$1,490,000 General Obligation Park Bonds, Series 2015, of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois, for the payment of certain outstanding alternate bonds of said Park District to authorize the execution and delivery of a Tax Escrow Agreement in connection therewith and to appoint UMB Bank, National Association, Kansas City, Missouri, as bond registrar and paying agent for said bonds, and repealing Ordinance No. 15-6.

duly adopted by the Board of Park Commissioners (the "Board") of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois, on the 7th day of December, 2015; and a duly certified copy of Ordinance No. 15-7 entitled:

AN ORDINANCE providing for the issue of not to exceed \$1,490,000 General Obligation Park Bonds, Series 2015, of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois, for the payment of certain outstanding alternate bonds of said Park District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to purchaser thereof.

duly adopted by the Board on the 25th day of November, 2015, and that the same have been deposited in the official files and records of my office.

I do further certify that as authorized by Section 20-90 of the Property Tax Code of the State of Illinois, as amended, in my capacity as County Collector of Taxes of said County, I shall deposit all of the proceeds of the taxes levied in Section 7 of said Ordinance, in accordance with



the terms of Section 7 of said Ordinance, with the Tax Escrow Agent pursuant to the Tax Escrow Agreement referred to and defined in said Section 7 and the authorization of the District, directly into the Bond Fund designated in said Ordinance and established by the District at UMB Bank, National Association, Kansas City, Missouri, to pay the bonds referred to in said Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of my office, this \_\_\_\_ day of December, 2015.

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County Collector of Taxes of The  
County of Madison, Illinois

[SEAL]

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF ST. CLAIR)

**COLLECTOR'S FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Collector of Taxes of The County of St. Clair, Illinois, and as such official I do further certify that on the \_\_\_\_ day of December, 2015, there was filed in my office a duly certified copy of Ordinance No. 15-~~8~~ entitled:

AN ORDINANCE amending Ordinance No. 15-7 authorizing the issuance of not to exceed \$1,490,000 General Obligation Park Bonds, Series 2015, of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois, for the payment of certain outstanding alternate bonds of said Park District to authorize the execution and delivery of a Tax Escrow Agreement in connection therewith and to appoint UMB Bank, National Association, Kansas City, Missouri, as bond registrar and paying agent for said bonds, and repealing Ordinance No. 15-6.

duly adopted by the Board of Park Commissioners (the "*Board*") of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois, on the 7th day of December, 2015; and a duly certified copy of Ordinance No. 15-7 entitled:

AN ORDINANCE providing for the issue of not to exceed \$1,490,000 General Obligation Park Bonds, Series 2015, of the Collinsville Area Recreation District, Madison and St. Clair Counties, Illinois, for the payment of certain outstanding alternate bonds of said Park District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to purchaser thereof.

duly adopted by the Board on the 25th day of November, 2015, and that the same have been deposited in the official files and records of my office.

I do further certify that as authorized by Section 20-90 of the Property Tax Code of the State of Illinois, as amended, in my capacity as County Collector of Taxes of said County, I shall deposit all of the proceeds of the taxes levied in Section 7 of said Ordinance, in accordance with

the terms of Section 7 of said Ordinance, with the Tax Escrow Agent pursuant to the Tax Escrow Agreement referred to and defined in said Section 7 and the authorization of the District, directly into the Bond Fund designated in said Ordinance and established by the District at UMB Bank, National Association, Kansas City, Missouri, to pay the bonds referred to in said Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of my office,  
this \_\_\_\_ day of December, 2015.

\_\_\_\_\_  
County Collector of Taxes of The County  
of St. Clair, Illinois

[SEAL]