

October 18, 2023

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES

October 18, 2023

The regular meeting of the Board of Trustees of the Northwest Mosquito Abatement District was held at 6:30 pm Wednesday, October 18, 2023, at 1500 Hicks Rd Suite 100, Rolling Meadows IL 60008.

There being a presence of a quorum, Daniel R. Ansani, President called the meeting to order.

Trustees present: Daniel R. Ansani, President; Dale Niewiardowski, Vice President / Secretary; Russell Nowak, Treasurer.

Trustee Absent: None

Also, present: Carolyn Strahammer, Attorney; James Thennisch, Director; Patrick Irwin, Assistant Director; Ewa Migacz, Office Manager.

The minutes of the September 20, 2023 meeting were read. Trustee Russell Nowak made a motion to accept the minutes as read and Trustee Dale Niewiardowski seconded the motion.

The Secretary called the roll and all ayes had been cast for approval of the motion and thereby declared the motion carried.

The Treasurer's Report for September 2023 was presented, and all checks were approved for payment. Trustee Dale Niewiardowski made a motion to accept the report as read and Trustee Russell Nowak seconded the motion.

The Secretary called the roll and all ayes had been cast for approval of the motion and thereby declared the motion carried.

Attorney Carolyn Strahammer confirmed that notice of the Annual Audit and Treasurer's Statement availability were published in the local newspaper. Furthermore, the attorney verified that Treasurer's Statement was filed with the Cook County Clerk's District portal. Attorney Strahammer noted that compliance with the Open Meetings Act is scheduled for today's executive session. Additionally, she emphasized that the Cook County Debt Disclosure needs to be filed before end of December with the County Treasurer's website. Attorney Strahammer informed the Board of Trustees that there are no updates regarding reappointment status of the Trustees.

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Attorney Strahammer also presented a proposal for approval of amended determination of the amounts of money, exclusive of debt service and election cost, estimated to be necessary to be raised by taxation pursuant to the proposed amended levy by the Northwest Mosquito Abatement District in the amount of \$2,912,362.80 for the 2023 tax year, with approval to post the tentative amended levy for the 2023 tax year (collectible in 2024)  
The Trustees discussed the proposed amendment.

Trustee Rusell Nowak made a motion to amended determination of the amounts of money, exclusive of debt service and election cost, estimated to be necessary to be raised by taxation pursuant to the proposed amended levy by the Northwest Mosquito Abatement District in the amount of \$2,912,362.80 for the 2023 tax year, with approval to post the tentative amended levy for the 2023 tax year (collectible in 2024), and Trustee Dale Niewiarowdki seconded the motion.

The Secretary called the roll and all ayes had been cast for approval of the motion and thereby declared the motion carried.

Attorney Carollyn Strahammer presented the Ordinance Providing for the issuance of a \$4,6000,000.00 Debt Certificate prepared by Attorney Kent Floros from Chapman and Culter LLP.

The President announced that the Board of Trustees would next consider the adoption of an ordinance providing for the issuance of a \$4,600,000 Debt Certificate in order to finance the acquisition of property by the District, and providing for the sale of said Certificate to the purchaser thereof, namely, Barrington Bank & Trust Company, N.A. The President then summarized the pertinent terms of the Certificate, including the length of maturity, interest rate and purchase price.

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

AN ORDINANCE of the Northwest Mosquito Abatement District, Cook County, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose paying the cost of purchasing real or personal property, or both, in and for the District, and authorizing and providing for the issue of the District's Debt Certificate in an aggregate principal amount not to exceed \$4,600,000, evidencing the rights to payment under the Agreement, prescribing the details of the Agreement and Certificate, and

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providing for the security for and means of payment under the Agreement of the Certificate.

WHEREAS, the Northwest Mosquito Abatement District, Cook County, Illinois (the "*District*"), is a duly organized and existing mosquito abatement district incorporated and existing under the Mosquito Abatement District Act, as amended (the "*Act*"), and particularly as supplemented and amended by the Local Government Debt Reform Act, as amended (the "*Debt Reform Act*"), and the other Omnibus Bond Acts, as amended, and Section 17(b) of the Debt Reform Act (collectively, the "*Installment Purchase Provisions*"), in each case, as supplemented and amended (collectively, "*Applicable Law*"); and

WHEREAS, the Board of Trustees of the District (the "*Board*") has considered the needs of the District and, in so doing, the Board has deemed and does now deem it advisable, necessary, and for the best interests of the District in order to promote and protect the public health, welfare, safety and convenience of the residents of the District to pay the costs of constructing a building and improving the site thereof, including, in connection with said work, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful, or advisable thereto (the "*Project*"), all as shown on preliminary plans and cost estimates on file with and approved by the Board; and

WHEREAS, the Board has determined the total cost of the Project and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work and to the Agreement hereinafter provided for in this Ordinance to be not less than \$4,600,000, plus estimated investment earnings which may be received on said sum prior to disbursement; and

WHEREAS, the Board finds that it does not have sufficient funds on hand for the purpose aforesaid, and that the cost thereof will be not less than \$4,600,000, and that it is necessary and advisable to borrow the sum of \$4,600,000 and issue a certificate of the District to evidence the borrowing; and

WHEREAS, pursuant to the Installment Purchase Provisions, the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board

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shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Board further finds that it is desirable and in the best interests of the District to avail of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the “*Agreement*”); name as counter-party to the Agreement the Treasurer (the “*Treasurer*”), as nominee-seller; authorize the President of the Board (the “*President*”) and Secretary of the Board (the “*Secretary*”) to execute and attest, respectively, the Agreement on behalf of the District and to file same with the Secretary in his or her capacity as keeper of the records and files of the District; and issue a certificate evidencing the indebtedness incurred under the Agreement in an amount not to exceed \$4,600,000 (as hereinafter more fully defined, the “*Certificate*”):

NOW THEREFORE Be It Ordained by the Board of Trustees of the Northwest Mosquito Abatement District, Cook County, Illinois, as follows

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

A. The following words and terms are as defined in the preambles hereto.

Act  
Agreement  
Applicable Law  
Board  
Debt Reform Act  
District  
Installment Purchase Provisions  
Act  
President  
Project  
Secretary  
Treasurer

B. The following words and terms are defined as set forth.

“*Agreement*” means the Installment Purchase Agreement, as referred to in the preambles of this Ordinance, for the purpose of financing the Project.

“*Certificate*” means the \$4,600,000 Debt Certificate, Series 2023, authorized to be issued by this Ordinance.

“*Certificate Fund*” means the fund established and defined in Section 14 of this Ordinance.

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

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

“*Certificate Registrar*” means Barrington Bank & Trust Company, N.A., Barrington, Illinois, as certificate registrar and paying agent for the Certificate.

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

“*Ordinance*” means this Ordinance passed by the Board on the 18th day of October, 2023.

“*Project Fund*” means the Project Fund established and defined in Section 14 of this Ordinance.

“*Purchase Price*” means the price to be paid by the Purchaser for the Certificate, the same being the par amount of each advance for value on the Certificate.

“*Purchaser*” means the purchaser of the Certificate, namely, Barrington Bank & Trust Company, N.A., Barrington, Illinois.

“*Record Date*” means the 15th day of any month next preceding any interest payment date or the 15th day next preceding any payment date occasioned by the redemption of the Certificate on other than the 15th day of a month.

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

C. Definitions also appear in the preambles hereto or in specific sections, as appear below. The headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

*Section 2. Incorporation of Preambles.* The Board hereby finds that the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

*Section 3. Certain Determinations of the Board.* It is necessary and advisable for the public health, safety, welfare and convenience of residents of the District to acquire, equip and install of the Project and to borrow money and, in evidence thereof and for the purpose of financing the same, enter into the Agreement and to provide for the issuance and delivery of the Certificate evidencing the indebtedness incurred under the Agreement.

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

*Section 5. Execution and Filing of the Agreement.* From and after the effective date of this Ordinance, the President and Secretary be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form thereof set forth below in the text of this Ordinance,

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and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Secretary and retained in the District records and constitute authority for issuance of the Certificate. Subject to such discretion of the officers signatory to the document as described in the foregoing text, the Installment Purchase Agreement shall be in substantially the form as follows:

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INSTALLMENT PURCHASE AGREEMENT for the purchase of real or personal property, or both, in and for the Northwest Mosquito Abatement District, Cook County, Illinois.

THIS INSTALLMENT PURCHASE AGREEMENT (this “*Agreement*”) dated as of October 31, 2023, by and between the Treasurer (the “*Treasurer*”) of the Board (as hereinafter defined), as Nominee-Seller (the “*Seller*”), and the Northwest Mosquito Abatement District, Cook County, Illinois, a mosquito abatement district of the State of Illinois (the “*District*”):

**WITNESSETH**

A. The Board of Trustees of the District (the “*Board*”) has determined to construct a building and improve the site thereof, including, in connection with said work, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful, or advisable thereto (the “*Project*”), all as previously approved by the Board and on file with the Secretary of the Board (the “*Secretary*”).

B. Pursuant to the provisions of the Mosquito Abatement District Act, the Local Government Debt Reform Act (the “*Debt Reform Act*”), and, in particular, the provisions of Section 17(b) of the Debt Reform Act (collectively, the “*Installment Purchase Provisions*”), in each case, as supplemented and amended (collectively, “*Applicable Law*”), the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 18th day of October, 2023, the Board, pursuant to Applicable Law and the need to provide for the Project, adopted an ordinance (the “*Ordinance*”), authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same and the issuance of a certificate evidencing the indebtedness so incurred (the “*Certificate*”).



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D. The Ordinance is

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

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

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions of the Debt Reform Act, has agreed to make, construct, acquire and provide for the Project on the terms as hereinafter provided.

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

1. MAKE AND ACQUIRE PROJECT

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

2. CONVEYANCE

The Seller agrees to convey each part of the Project to the District and to perform all necessary work and convey all necessary equipment; and the District agrees to purchase the Project from the Seller and pay for the Project the purchase price of \$4,600,000; plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificate and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$4,600,000, plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificate.

3. PAYMENTS

The payment of the entire sum of said purchase price shall (a) be payable in installments due on the dates and in the amounts, (b) bear interest at the rates percent per annum which interest shall also be

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payable on the dates and in the amounts, and (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption), all as provided for payment of the Certificate in the Ordinance.

#### 4. ASSIGNMENT

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

#### 5. TAX COVENANTS

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

#### 6. TITLE.

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

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

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7. **LAWFUL CORPORATE OBLIGATION**

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

8. **GENERAL COVENANT AND RECITAL**

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

9. **NO SEPARATE TAX**

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

10. **DEFAULT**

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

IN WITNESS WHEREOF the Seller has caused this Installment Purchase Agreement to be executed and attested, and his or her signature to be attested by the Secretary, and the District has caused this Installment Purchase Agreement to be executed by its President as authorized officer of the District to

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execute said Agreement and also attested by the Secretary, and the official seal of the District to be hereunto affixed, all as of the day and year first above written.

SELLER:

Signature: \_\_\_\_\_  
Russel Nowak,  
as Nominee-Seller and Treasurer

ATTEST:

\_\_\_\_\_  
Secretary

NORTHWEST MOSQUITO ABATEMENT  
DISTRICT,  
COOK COUNTY, ILLINOIS

\_\_\_\_\_  
President

[SEAL]

ATTEST:

\_\_\_\_\_  
Secretary

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*Section 6. Certificate Details.* For the purpose of paying the costs of acquiring the Project, there shall be issued and sold the Certificate in a principal amount of \$4,600,000, payable to the Purchaser or registered assigns as provided therein. The maximum principal face amount (the “*Face Amount*”) of the Certificate shall be shown on the face of the Certificate as \$4,600,000, but only so much of the Face Amount as is advanced by the Purchaser and received for value (the “*Outstanding Principal Amount*” as subject to reduction as hereinbelow provided), as evidenced by the Certificate, shall be payable. The initial advance, which amount shall be advanced on the date of the issuance of the Certificate, shall be in an amount not less than \$50,000 (the “*Initial Advance*”). The final advance shall occur not later than April 30, 2025 (the “*Final Draw Date*”). The Certificate shall be designated “Debt Certificate, Series 2023”, shall be in fully registered form, shall be dated the date of the issuance thereof, and shall bear the date of authentication thereof and shall mature on November 1, 2031. The Outstanding Principal Amount of the Certificate from time to time outstanding shall bear interest at the rate of 5.40% per annum. Payments of the principal of and interest on the Certificate shall be paid semi-annually on May 1 and November 1 of each year in accordance with the Amortization Schedule (as hereinafter defined).

Prior to the issuance of the Amortization Schedule, interest on the Certificate shall be due and payable on May 1, 2024, and November 1, 2024. Upon the earliest to occur of (i) the date on which all amounts have been drawn on the Certificate and (ii) the Final Draw Date, the Purchaser shall prepare an amortization schedule (the “*Amortization Schedule*”) which shall set forth the principal of and interest on the Certificate to be paid on each semi-annual payment date commencing with the payment to be made on May 1, 2025. The Amortization Schedule shall be calculated in accordance with the provisions of the term sheet with respect to the Certificate prepared by the Purchaser, which term sheet is attached hereto as *Exhibit A*. The Amortization Schedule shall be appended to the Certificate and shall constitute a part of the Certificate.

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The Outstanding Principal Amount at any time shall be made up of (a) advances less the sum of (b)(i) principal installment payments and (ii) redemptions and prepayments of principal. The Certificate shall bear interest on the Outstanding Principal Amount from time to time at the rate aforesaid, from the time advanced until paid or duly provided for, such interest computed on the basis of a 360-day year, and being payable on the dates set forth above. All installments of principal of and interest on the Certificate shall be payable in lawful money of the United States of America at the office of the Certificate Registrar.

*Section 7. Execution; Authentication.* The Certificate shall be executed on behalf of the District by the President and the Secretary, shall be attested by the Treasurer, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the District. The Certificate shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Certificate Registrar as authenticating agent of the District and showing the date of authentication. The Certificate shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon the Certificate shall be conclusive evidence that the Certificate has been authenticated and delivered under this Ordinance. The certificate of authentication on the Certificate shall be deemed to have been executed if signed by the Certificate Registrar.

*Section 8. Optional Redemption.* The Certificate and the principal portion of the installments due thereon are subject to redemption and prepayment prior to maturity, at the option of the District, on any date, in whole or in part, from any available funds, and if in part, in inverse order of maturity of the principal portion of the installment payments, at a redemption price of par plus accrued interest to the redemption date.

*Section 9. Notice to Certificate Registrar.* The District shall, at least 10 days prior to a redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar), notify the

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Certificate Registrar of any optional redemption date and of the principal amount of the Certificate to be redeemed.

*Section 10. Redemption Procedures.* The principal amount of the Certificate to be redeemed shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows:

*A. Official Notice of Redemption.* Unless waived by the registered owner of the Certificate, official notice of any such redemption shall be given by the Certificate Registrar on behalf of the District by mailing the redemption notice by first class U.S. mail not less than 10 days prior to the date fixed for redemption to the registered owner of the Certificate at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. All official notices of redemption shall include the name of the Certificate and at least the information as follows:

- (1) the redemption date;
- (2) the redemption price;
- (3) if less than all of the Certificate is to be redeemed, the principal amount of the Certificate to be redeemed; and
- (4) a statement that on the redemption date the redemption price will become due and payable upon the Certificate or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date.

*B. Certificate Shall Become Due.* Official notice of redemption having been given as described, the Certificate or portions of the Certificate so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall not make full payment of the redemption price) the Certificate or portions of the Certificate shall cease to bear interest.

C. *Insufficiency in Notice; Failure to Receive Notice; Waiver.* Notice having been properly given, failure of the registered owner of the Certificate to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by the registered owner of the Certificate entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by the registered owner shall be filed with the Certificate Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

D. *Effect of Nonpayment upon Redemption.* If the Certificate or portion of the Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Certificate or portion of the Certificate so called for redemption.

E. *Certificate Registrar to Advise District.* As part of its duties hereunder, the Certificate Registrar shall prepare and forward to the District a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

*Section 11. Registration of Certificate; Persons Treated as Owners.* The District shall cause books (the "*Certificate Register*") for the registration and for the transfer of the Certificate as provided in this Ordinance to be kept at the office maintained for such purpose by the Certificate Registrar, which is hereby constituted and appointed the registrar of the District for the Certificate. The District is authorized to prepare, and the Certificate Registrar or such other agent as the District may designate shall keep custody of, multiple Certificate blanks executed by the District for use in the transfer and exchange of the Certificate. The Certificate may be transferred as a whole but not in part. The fully-registered Certificate may be transferred or exchanged at the office of the Certificate Registrar maintained for the purpose, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to



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the Certificate Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the District shall execute and the Certificate Registrar shall authenticate, date, and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Certificate. The Certificate Registrar shall not be required to transfer or exchange the Certificate during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption. The execution by the District of the fully registered Certificate shall constitute full and due authorization of the Certificate; and the Certificate Registrar shall thereby be authorized to authenticate, date, and deliver the Certificate; *provided, however*, the principal amount of the Certificate authenticated by the Certificate Registrar shall not at any one time exceed the authorized principal amount of the Certificate less the amount of the Certificate which has been paid. The person in whose name the Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal or interest on the Certificate shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Certificate to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of the Certificate for any transfer or exchange of the Certificate, but the District or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of the Certificate.

*Section 12. Form of Certificate.* The Certificate shall be in substantially the form hereinafter set forth; *provided, however*, that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

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[FORM OF CERTIFICATE - FRONT SIDE]

REGISTERED  
NO. 1

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF COOK  
NORTHWEST MOSQUITO ABATEMENT DISTRICT  
DEBT CERTIFICATE, SERIES 2023

See Reverse Side for  
Additional Provisions

Interest	Maturity	Dated
Rate: 5.40%	Date: November 1, 2031	Date: October 31, 2023

Registered Owner: BARRINGTON BANK & TRUST COMPANY, N.A.

Maximum Principal Amount: Four Million Six Hundred Thousand Dollars

KNOW ALL PERSONS BY THESE PRESENTS that the Northwest Mosquito Abatement District, Cook County, Illinois, a mosquito abatement district and political subdivision of the State of Illinois (the “*District*”), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns, the Outstanding Principal Amount of this Certificate. The “*Outstanding Principal Amount*” is that amount, not to exceed the Maximum Principal Amount of this Certificate as set forth above, shown as advanced from time to time and received by the District for value, *provided* that the initial advance shall be not less than \$50,000, as is noted on this Certificate in the form of Advances for Value hereon. The Outstanding Principal Amount is subject to reduction for redemption and prepayment thereof as hereinafter provided. The District promises to pay interest on the Outstanding Principal Amount at the Interest Rate. Payments of interest on the Certificate shall be made in accordance with the Amortization Schedule (as hereinafter defined), except that payments of interest on the Certificate shall be due prior to the issuance of the Amortization Schedule on May 1, 2024, and November 1, 2024.

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In accordance with the provisions of the ordinance adopted by the Board of Trustees (the “*Board*”) of the District on the 18th day of October, 2023 (the “*Ordinance*”), the District will receive an amortization schedule setting forth the principal of and interest on the Certificate (the “*Amortization Schedule*”), which Amortization Schedule shall be appended to this Certificate and will, once so appended, become part of this Certificate in all respects. The interest on and all installments of principal of this Certificate shall be payable in lawful money of the United States of America at the office of Barrington Bank & Trust Company, N.A., Barrington, Illinois, as certificate registrar and paying agent.

Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of certificates of which this is one, does not exceed any limitation imposed by law; that the obligation to make payments due hereon is a general obligation of the District payable from any funds of the District legally available for such purpose, that the District shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

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

IN WITNESS WHEREOF, said Northwest Mosquito Abatement District, Cook County, Illinois, by its Board of Trustees, has caused this Certificate to be signed by the manual or duly authorized facsimile signatures of its President and Secretary and attested by the manual or duly authorized facsimile signature

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of the Treasurer and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as of the Dated Date identified above.

---

President

---

Secretary

(SEAL)

ATTEST:

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Treasurer

Date of Authentication: \_\_\_\_\_, 2023

CERTIFICATE  
OF  
AUTHENTICATION

Certificate Registrar and Paying Agent:  
Barrington Bank & Trust Company, N.A.

This Certificate is described in the within mentioned ordinance and is the Debt Certificate, Series 2023, of the Northwest Mosquito Abatement District, Cook County, Illinois.

BARRINGTON BANK & TRUST COMPANY, N.A.,  
as Certificate Registrar

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Authorized Officer

October 18, 2023

[FORM OF CERTIFICATE - REVERSE SIDE]

This Certificate is issued by the District to construct a building and improve the site thereof, including, in connection with said work, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful, or advisable thereto, in full compliance with the provisions of the Mosquito Abatement District Act, and the Local Government Debt Reform Act (the “*Debt Reform Act*”), and all laws amendatory thereof and supplementary thereto, and is authorized by the Board by the Ordinance duly and properly adopted for the above purposes, in all respects as provided by law. This Certificate has been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the “*Agreement*”), dated as of October 31, 2023, entered into by and between the District and the Treasurer, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

This Certificate and the principal portion of the installments due hereon are subject to redemption and prepayment prior to maturity at the option of the District on any date, in whole or in part, and if in part, at a redemption price of par plus accrued interest to the redemption date.

This Certificate is subject to provisions relating to registration, transfer, and exchange; redemption and notice and procedure for redemption; and such other terms and provisions relating to security and payment as are set forth in the Ordinance; to which reference is hereby expressly made; and to all the terms of which the registered owner hereof is hereby notified and shall be subject.

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

The table following the signatures on this Certificate and entitled Advances for Value is an integral part of this Certificate as if in each case fully set forth at this place and is incorporated herein by this reference.

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**EXHIBIT A**  
**AMORTIZATION SCHEDULE**



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**ASSIGNMENT**

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

[Here insert identifying number such as TID, SSN, or other]

\_\_\_\_\_

\_\_\_\_\_

(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint

\_\_\_\_\_

as attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

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

Signature guaranteed: \_\_\_\_\_

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

*Section 13. Sale of Certificate.* The Certificate hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer, and be by the Treasurer delivered to Barrington Bank & Trust Company, N.A., Barrington, Illinois (the "Purchaser"), upon receipt of the purchase price therefor, the same being par; the contract for the sale of the Certificate heretofore entered into (the "Purchase Contract") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Certificate has been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the District and that no person holding any office of the District, either by election



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or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The Certificate before being issued shall be registered, numbered and countersigned by the Treasurer, such registration being made in a book provided for that purpose, in which shall be entered the record of the resolution authorizing the Board to borrow said money and a description of the Certificate issued, including the number, date, to whom issued, amount, rate of interest and when due.

*Section 14. Creation of Funds and Appropriations.*

A. There is hereby created the “*Debt Certificate, Series 2023, Certificate Fund*” (the “*Certificate Fund*”), which shall be the fund for the payment of the principal of and interest on the Certificate. Funds lawfully available for the purpose shall be deposited into the Certificate Fund and used solely and only for the purpose of paying the principal of and interest on the Certificate. Interest income or investment profit earned in the Certificate Fund shall be retained in the Certificate Fund for payment of the principal of or interest on the Certificate on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Board, transferred to such other fund as may be determined. Certificate Moneys shall be applied to the payment of interest when due and principal or redemption price when due at maturity or upon redemption prior to maturity.

B. As and when received, the Purchase Price shall be deposited into the Debt Certificate, Series 2023, Project Fund (the “*Project Fund*”), hereby created. Moneys in the Project Fund shall be used to pay costs of the Project, including costs of issuance of the Certificate, and that portion not needed to pay such costs of issuance shall be expended in accordance with the following procedures:

1. Contracts (“*Work Contracts*”) have been or shall be awarded, from time to time, by the Board for the work on the Project; and the Board represents and covenants that each Work Contract has been or will be let in strict accordance with Applicable Law and the rules and procedures of the District for same.

2. Pursuant to ordinance or resolution to be duly adopted, the Board shall identify all or a designated portion of each Work Contract to the Agreement. This Ordinance and any such further ordinance or resolution shall be filed of record with the Secretary and the Treasurer. The adoption and filing of any such ordinance or resolution and the Work Contracts with such officers shall constitute authority for the officer or officers of the District to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further resolutions, orders, vouchers, warrants, or other proceedings as are required under Applicable Law and the rules and procedures of the District for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the Installment Purchase Provisions of the Debt Reform Act, the Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificate. Funds on deposit in the Project Fund shall be invested by the appropriate officers of the District in any lawful manner. Within sixty (60) days after full depletion of the Project Fund, the appropriate officers of the District shall certify to the Board the fact of such depletion; and, upon approval of such certification by the Board, the Project Fund shall be closed.

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

*Section 15. Non-Arbitrage and Tax-Exemption.* The District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificate) if taking, permitting or omitting to take such action would cause the Certificate to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the “Code”), or would

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otherwise cause the interest on the Certificate to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the Certificate, under present rules, the District may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

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

The Board hereby authorizes the officials of the District responsible for issuing the Certificate, the same being the President, Secretary and Treasurer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Certificate to be arbitrage bonds and to assure that the interest on the Certificate will be exempt from federal income taxation. In connection therewith, the District and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificate 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 Certificate; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

*Section 16. Designation of Issue.* The District hereby designates the Certificate as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

*Section 17. List of Certificateholders.* The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificate and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificateholder.

*Section 18. Duties of Certificate Registrar.* If requested by the Certificate Registrar, the President and Secretary are authorized to execute the Certificate Registrar's standard form of agreement between the District and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

- (a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of the Certificate as provided herein;
- (d) to cancel and/or destroy the Certificate when paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the District at least annually a certificate with respect to the Certificate when cancelled and/or destroyed; and
- (f) to furnish the District at least annually an audit confirmation of Certificate payments.

*Section 19. Record-Keeping Policy and Post-Issuance Compliance Matters.* It is necessary and in the best interest of the District to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the Certificate and other debt obligations of the District, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the District or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds (including the Certificate, the "*Tax Advantaged Obligations*"). Further, it is necessary and in the best interest of the District that (i) the Board adopt policies with respect to record-keeping and post issuance compliance with the District's covenants related to its Tax Advantaged Obligations and (ii) the Compliance Officer (as hereinafter defined) at least

annually review the District's Contracts (as hereinafter defined) to determine whether the Tax Advantaged Obligations comply with the federal tax requirements applicable to each issue of the Tax Advantaged Obligations. The Board and the District hereby adopt the following Record-Keeping Policy and, in doing so, amend any similar Record-Keeping Policy or Policies heretofore adopted:

(a) *Compliance Officer Is Responsible for Records.* The Treasurer (the "Compliance Officer") is hereby designated as the keeper of all records of the District with respect to each issue of the Tax Advantaged Obligations, and such officer shall report to the Board at least annually that he/she has all of the required records in his/her possession, or is taking appropriate action to obtain or recover such records.

(b) *Closing Transcripts.* For each issue of Tax Advantaged Obligations, the Compliance Officer shall receive, and shall keep and maintain, a true, correct and complete counterpart of each and every document and agreement delivered in connection with the issuance of the Tax Advantaged Obligations, including without limitation (i) the proceedings of the District authorizing the Tax Advantaged Obligations, (ii) any offering document with respect to the offer and sale of the Tax Advantaged Obligations, (iii) any legal opinions with respect to the Tax Advantaged Obligations delivered by any lawyers, and (iv) all written representations of any person delivered in connection with the issuance and initial sale of the Tax Advantaged Obligations.

(c) *Arbitrage Rebate Liability.* The Compliance Officer shall review the agreements of the District with respect to each issue of Tax Advantaged Obligations and shall prepare a report for the Board stating whether or not the District has any rebate liability to the United States Treasury, and setting forth any applicable exemptions that each issue of Tax Advantaged Obligations may have from rebate liability. Such report shall be updated annually and delivered to the Board.

(d) *Recommended Records.* The Compliance Officer shall review the records related to each issue of Tax Advantaged Obligations and shall determine what requirements the District must meet in order to maintain the tax-exemption of interest paid on its Tax Advantaged Obligations, its entitlement to direct payments by the United States Treasury of the applicable percentages of each interest payment due and owing on its Tax Advantaged Obligations, and applicable tax credits or other tax benefits arising from its Tax Advantaged Obligations. The Compliance Officer shall then prepare a list of the contracts, requisitions, invoices, receipts and other information that may be needed in order to establish that the interest paid on the Tax Advantaged Obligations is entitled to be excluded from "gross income" for federal income tax purposes, that the District is entitled to receive from the United States Treasury direct payments of the applicable percentages of interest payments coming due and owing on its Tax Advantaged Obligations, and the entitlement of holders of any Tax Advantaged Obligations to any tax credits or other tax benefits, respectively. Notwithstanding any other policy of the District, such retained records shall be kept for as long as the Tax Advantaged Obligations relating to such records (and any obligations issued to refund the Tax Advantaged Obligations) are outstanding, plus three years, and shall at least include:

(i) complete copies of the transcripts delivered when any issue of Tax Advantaged Obligations is initially issued and sold;

(ii) copies of account statements showing the disbursements of all Tax Advantaged Obligation proceeds for their intended purposes, and records showing the assets and other property financed by such disbursements;

(iii) copies of account statements showing all investment activity of any and all accounts in which the proceeds of any issue of Tax Advantaged Obligations has been held or in which funds to be used for the payment of principal of or interest on any Tax Advantaged Obligations has been held, or which has provided security to the holders or credit enhancers of any Tax Advantaged Obligations;

(iv) copies of all bid requests and bid responses used in the acquisition of any special investments used for the proceeds of any issue of Tax Advantaged Obligations, including any swaps, swaptions, or other financial derivatives entered into in order to establish that such instruments were purchased at *fair market value*;

(v) copies of any subscriptions to the United States Treasury for the purchase of State and Local Government Series (SLGS) obligations;

(vi) any calculations of liability for *arbitrage rebate* that is or may become due with respect to any issue of Tax Advantaged Obligations, and any calculations prepared to show that no arbitrage rebate is due, together, if applicable, with account statements or cancelled checks showing the payment of any rebate amounts to the United States Treasury together with any applicable IRS Form 8038-T; and

(vii) copies of all contracts and agreements of the District, including any leases (the "*Contracts*"), with respect to the use of any property owned by the District and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations effective at any time when such Tax Advantaged Obligations are, will or have been outstanding. Copies of contracts covering no more than 50 days of use and contracts related to District employees need not be retained.

(e) *IRS Examinations or Inquiries.* In the event the IRS commences an examination of any issue of Tax Advantaged Obligations or requests a response to a compliance check, questionnaire or other inquiry, the Compliance Officer shall inform the Board of such event, and is authorized to respond to inquiries of the IRS, and to hire outside, independent professional counsel to assist in the response to the examination or inquiry.

(f) *Annual Review.* The Compliance Officer shall conduct an annual review of the Contracts and other records to determine for each issue of Tax Advantaged Obligations then outstanding whether each such issue complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans. The Compliance Officer is expressly authorized, without further official action of the Board, to hire outside, independent professional counsel to assist in such review. To the extent that any violations

or potential violations of federal tax requirements are discovered incidental to such review, the Compliance Officer may make recommendations or take such actions as the Compliance Officer shall reasonably deem necessary to assure the timely correction of such violations or potential violations through remedial actions described in the United States Treasury Regulations, or the Tax Exempt Bonds Voluntary Closing Agreement Program described in Treasury Notice 2008-31 or similar program instituted by the IRS.

(g) *Training.* The Compliance Officer shall undertake to maintain reasonable levels of knowledge concerning the rules related to tax-exempt bonds (and build America bonds and tax credit bonds to the extent the District has outstanding build America bonds or tax-credit bonds) so that such officer may fulfill the duties described in this Section. The Compliance Officer may consult with counsel, attend conferences and presentations of trade groups, read materials posted on various web sites, including the web site of the Tax Exempt Bond function of the IRS, and use other means to maintain such knowledge. Recognizing that the Compliance Officer may not be fully knowledgeable in this area, the Compliance Officer may consult with outside counsel, consultants and experts to assist him or her in exercising his or her duties hereunder. The Compliance Officer will endeavor to make sure that the District's staff is aware of the need for continuing compliance. The Compliance Officer will provide copies of this Ordinance and the Tax Exemption Certificate and Agreement or other applicable tax documents for each series of Tax Advantaged Obligations then currently outstanding (the "*Tax Agreements*") to staff members who may be responsible for taking actions described in such documents. The Compliance Officer should assist in the education of any new Compliance Officer and the transition of the duties under these procedures. The Compliance Officer will review this Ordinance and each of the Tax Agreements periodically to determine if there are portions that need further explanation and, if so, will attempt to obtain such explanation from counsel or from other experts, consultants or staff.

(h) *Amendment and Waiver.* The procedures described in this Section are only for the benefit of the District. No other person (including an owner of a Tax Advantaged Obligation) may rely on the procedures included in this Section. The District may amend this Section and any provision of this Section may be waived, without the consent of the holders of any Tax Advantaged Obligations and as authorized by passage of a resolution or ordinance by the Board. Additional procedures may be required for Tax Advantaged Obligations the proceeds of which are used for purposes other than capital governmentally owned projects or refundings of such, including tax increment financing bonds, bonds financing output facilities, bonds financing working capital, or private activity bonds. The District also recognizes that these procedures may need to be revised in the event the District enters into any derivative products with respect to its Tax Advantaged Obligations.

*Section 20. 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 21. Repeal.* All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.

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Adopted October 18, 2023.

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President

Attest:

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Secretary

Trustee Dale Niewiarowski moved and Trustee Rusell Nowak seconded the motion that said ordinance as presented and read by title by the Secretary be adopted.

After a full and complete discussion thereof, the President directed that the roll be called for a vote upon the motion to adopt the ordinance as read by title.

Upon the roll being called, the following Trustees voted AYE: Daniel Ansani; Dale Niewiarowski; Russell Nowak.

NAY: NONE

Whereupon the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in an open meeting and did direct the Secretary to record the same in full in the records of the Northwest Mosquito Abatement District, Cook County, Illinois, which was done.

Assistant Director Dr. Patrick Irwin delivered the Entomology Report during the meeting. Dr. Irwin informed the attendees that all traps had been collected and placed in off-season storage. Additionally, he mentioned that he would be participating in an NSMAD event hosted at their facility on Wednesday, October 18. This event coincides with the American Society of Tropical Medicine & Hygiene (ASTMH) Annual Meeting, scheduled to take place in Chicago from October 18 to 22. The ASTMH meeting is expected to draw a diverse group of public health professionals from across the world.

Furthermore, it was noted that the IMVCA meeting is set to be held in person on November 16th and 17th, 2023. Dr. Irwin is slated to be a presenter at this year's IMVCA, where he will discuss the topic, "Is it time for an emergency response plan for a Vector-Borne Disease Outbreak." He volunteered to give this presentation after a conversation with the incoming president of IMVCA, Jason Probus. The objective is to inspire and motivate the members of IMVCA to play a leading role in developing a comprehensive plan for responding to potential vector-borne disease outbreaks.

Director Thennisch presented the operations report.



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The Debt Disclosure report is currently in progress. The District is in the process of renewing its Workers' Compensation insurance.

The Trustees discussed the new appointment for the IMRF Authorized Agent.

Trustee Dale Niewiarowski made a motion to appoint Ewa Migacz as IMRF Authorize Agent, Trustee Russell Nowak seconded the motion.

The Secretary called the roll and all ayes had been cast for approval of the motion and thereby declared the motion carried.

The Secretary signed IMRF form 2.20

Collaboration with DDCA architects is ongoing, involving ongoing changes to the building design.

The District met with Rieke Interiors team to discuss interior finishes.

Direct Steel provided an updated budget/estimate for the Wheeling Project.

The District is actively seeking candidates to fill open positions for a full-time Field Supervisor/GIS Coordinator.

Director Thennisch presented the Internal Services report.

Vehicle service work will be ongoing at the Wheeling location until the service vehicles can be stored in the outbuilding, which will reduce the need for visits to the future construction site.

Additionally, the new field trucks have been delivered.

Reconstruction work at the Bartlett facility is advancing as planned.

At 7:03 pm Trustee Russell Nowak made a motion to adjourn into Executive Session pursuant to 5 ILCS 120/2(c)(2). Trustee Dale Niewiarowski seconded the motion and it passed unanimously.

A motion to return to an open meeting was made by Trustee Russell Nowak, seconded by Trustee Dale Niewiardowski and passed unanimously. It is now 7.09 p.m.

President, Daniel Ansani stated that there had been an executive session pursuant to Section 2 of the Open Meetings Act, and that the Trustees had voiced their opinions but had not voted.

Trustee Russell Nowak made a motion that the written Executive Session

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minutes of April 19, 2023; June 21, 2023; August 16, 2023 and September 20, 2023, should be affirmed as substantially correct and that there is no need to review the recordings of said minutes. The motion was seconded by Trustee Dale Niewiardowski.

The Secretary called the roll and all ayes had been cast for approval of the motion and thereby declared the motion carried

Trustee Dale Niewiardowski made a second motion. Since there is still a need for confidentiality as to the minutes of April 19, 2023; June 21, 2023; August 16, 2023 and September 20, 2023, meetings and all prior Executive Session minutes which have not yet been made public, Trustee Dale Niewiardowski moved that the minutes of April 19, 2023; June 21, 2023; August 16, 2023 and September 20, 2023, meetings and all prior Executive Sessions not previously made public should remain confidential and therefore not be made public. Trustee Russell Nowak seconded the motion.

The Secretary called the roll and all ayes had been cast for approval of the motion and thereby declared the motion carried.

There being no further business to come before the Board a motion was made by Russel Nowak to adjourn and seconded by Dale Niewiardowski; the motion passed unanimously at 7.10 p.m.

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President

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Vice President /Secretary