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**ORDINANCE NO. 2026-01**

**OF THE**

**VILLAGE OF BRIGHTON, MACOUPIN AND JERSEY COUNTIES, ILLINOIS**

**PASSED FEBRUARY 2, 2026**

**AUTHORIZING**

**\$4,995,000  
WATERWORKS SYSTEM REVENUE BOND,  
SERIES A**

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**Exhibit A - Form of Bond**

**Schedule 1 – Principal Installment Schedule for the Bond**

**WHEREAS**, it is hereby found and determined that it is necessary and advisable and in the best interest of the Village and of its inhabitants at this time to preserve the public health, comfort and convenience of the inhabitants of the Village to authorize the issuance and delivery of a waterworks system revenue bond pursuant to the Act as herein provided to pay for the costs of the Project;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF BRIGHTON, MACOUPIN AND JERSEY COUNTIES, ILLINOIS, AS FOLLOWS:**

## **ARTICLE I**

### **DEFINITIONS**

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

**“Act”** means Division 129 of Article 11 of the Illinois Municipal Code, as amended.

**“Average Annual Debt Service”** means the average of the Debt Service Requirements for the then-current and all future fiscal years.

**“Bond”** means the Waterworks System Revenue Bond, Series A of the Village, in the principal amount of not to exceed \$4,995,000, authorized and issued pursuant to this Ordinance.

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

**“Bond Payment Date”** means any date on which principal of or interest on the Bond is payable at the Maturity thereof or on any Interest Payment Date.

**“Bond Register”** means the books for the registration, transfer and exchange of the Bond kept at the office of the Paying Agent.

**“Business Day”** means a day, other than a Saturday, Sunday or holiday, on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

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

**“Construction Fund”** means the Waterworks System Construction Fund created by Section 501 hereof.

**“Consultant”** means an independent engineer or engineering firm having a favorable reputation for skill and experience in the construction, financing and operation of public utilities and the preparation of management studies and financial feasibility studies in connection therewith, selected by the Village for the purpose of carrying out the duties imposed on the Consultant by this Ordinance.

(5) such cash and United States Government Obligations serving as security for the obligations, are not available to satisfy any other claims, including those against the trustee or escrow agent.

**"Depreciation Fund"** means the Waterworks System Depreciation Fund ratified and confirmed by Section 501 hereof.

**"Expenses"** means all reasonable and necessary expenses of operation, maintenance and repair of the System and keeping the System in good repair and working order (other than interest paid on System Revenue Bonds and depreciation and amortization charges during the period of determination), determined in accordance with generally accepted accounting principles, including without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Paying Agent fees and expenses, annual audits, periodic Consultant's reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, if any, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular fiscal year, other obligations or indebtedness incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the System, but shall exclude all general administrative expenses of the Village not related to the operation of the System.

**"Federal Tax Certificate"** means the Federal Tax Certificate of the Village setting forth representations and covenants relating to the exclusion of interest on the Bond from gross income for federal income tax purposes.

**"Government"** means the United States of America, acting through the United States Department of Agriculture.

**"Interest Payment Date"** means the Stated Maturity of an installment of interest on the Bond.

**"Maturity"** means the date on which the Bond or installment of principal of the Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption, declaration of acceleration or otherwise.

**"Net Revenues"** means all Revenues less all Expenses.

**"Net Revenues Available for Debt Service"** means, for the period of determination, all Revenues less all Expenses.

**"Note"** means the Promissory Note issued by the Village to Rural Water Financing Agency to provide interim construction financing for the Project.

**"Operation and Maintenance Account"** means the Waterworks System Operation and Maintenance Account ratified and confirmed by Section 501 hereof.

**"Ordinance"** means this Ordinance as from time to time amended in accordance with the terms hereof.

**“Reduced Rate”** means an alternative rate of interest at which the Bond may be issued by the Village at the time the Bond is originally purchased by and delivered to the Purchaser, such Reduced Rate being different from the rate of interest specified in **Section 202** of this Ordinance. The Reduced Rate must meet the following requirements:

- (a) The Reduced Rate for the shall be less than 2.25%; and
- (b) Written approval of the Reduced Rate, showing the reduced rate of interest and the amount of each semi-annual installment of interest and annual installment of principal shall have been received by the Village from the Purchaser prior to the original delivery of the Bond to the Purchaser.

**“Registered Owner”** means the Person in whose name the Bond is registered on the Bond Register.

**“Revenue Fund”** means the Waterworks System Revenue Fund ratified and confirmed by **Section 501** hereof.

**“Revenues”** means all income and revenues derived from the ownership and operation of the System, including investment and rental income, net proceeds from business interruption insurance, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of System facilities to be applied during the period of determination to pay interest on System Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

**“Series 2015 Bonds”** means the Village’s outstanding Waterworks System Revenue Bonds, issued in the original principal amount of \$1,525,000 and authorized by the Series 2015 Ordinance.

**“Series 2015 Ordinance”** means the ordinance adopted by the Board of Trustees of the Village on August 31, 2015 authorizing the issuance of the Series 2015 Bonds, as supplemented and amended.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

**“Stated Maturity”** means the date specified in the Bond and this Ordinance as the fixed date on which the principal or installment of principal of the Bond or such installment of interest is due and payable.

**“Subsidy Payments”** means funds received by the Village that either (a) must be used, or (b) have been and are expected to continue to be used, to reduce the interest or principal payments on System Revenue Bonds. Such Subsidy Payments include, but are not limited to (i) payments received by the Village through a federal or State of Illinois program, or (ii) payments related to an interest rate swap, exchange, hedge or similar agreement.

**“Surplus Account”** means the Waterworks System Surplus Account created by **Section 501** hereof.

**“System”** means the entire waterworks plant and system owned and operated by the Village for the production, storage, treatment and distribution of water, to serve the needs of the Village and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto,

notice of the termination of such party and appointing a successor, and (b) causing notice to be given by first class mail to each Registered Owner. No resignation or removal of the Paying Agent shall become effective until (1) a successor has been appointed and has accepted the duties of the Paying Agent and (2) as long as the Bond is owned or insured by the Purchaser, such successor has been approved by the Purchaser.

Every Paying Agent appointed hereunder shall at all times be either (i) the Village Treasurer or (ii) a commercial banking association or corporation or trust company located in the State of Illinois organized and in good standing and doing business under the laws of the United States of America or of the State of Illinois and subject to supervision or examination by federal or state regulatory authority.

The Paying Agent shall be paid the usual fees and expenses for its services in connection therewith, which fees and expenses shall be paid as other Expenses are paid.

**Section 204. Method and Place of Payment of Bond.** The installments of principal or Redemption Price of and interest on the Bond shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The installments of principal or Redemption Price of each Bond shall be paid at Maturity by check, electronic transfer or draft to the Person in whose name the Bond is registered on the Bond Register at the Maturity thereof, provided that the final installment of principal or the Redemption Price of all remaining installments of principal shall be paid upon presentation and surrender of the Bond at the office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of the Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check, electronic transfer or draft mailed by the Paying Agent to such Registered Owner at the address shown on the Bond Register.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest shall cease to be payable to the Registered Owner of the Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name the Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Village shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Village of such Special Record Date and, in the name and at the expense of the Village, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on the Bond and shall at least annually forward a copy or summary of such records to the Village.

whose signature appears on the Bond ceases to be such officer before the delivery of the Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. The Bond may be signed by such persons who at the actual time of the execution of the Bond are the proper officers to sign the Bond although at the date of the Bond such persons may not have been such officers.

The Village President and Village Clerk are hereby authorized and directed to prepare and execute the Bond as herein specified, and when duly executed, to deliver the Bond to the Paying Agent for authentication.

The Bond shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by (a) the Village Treasurer or (b) if a bank or trust company is serving as Paying Agent, an authorized officer or signatory of the Paying Agent, but it shall not be necessary that the same officer or signatory sign the certificate of authentication on the Bond that may be issued hereunder at any one time. The Bond shall not be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon the Bond shall be conclusive evidence that the Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bond to the Purchaser, upon payment of the purchase price of 100% of the principal amount of the Bond plus accrued interest thereon to the date of their delivery, if any.

**Section 207. Mutilated, Destroyed, Lost and Stolen Bond.** If (a) any mutilated Bond is surrendered to the Paying Agent, or the Village and the Paying Agent receive evidence to its satisfaction of the destruction, loss or theft of the Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that the Bond has been acquired by a bona fide purchaser, the Village shall execute and, upon the Village's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Village in its discretion may pay the Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Village may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Village, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

**Section 208. Cancellation and Destruction of Bond Upon Payment.** When the Bond has been paid or redeemed or that otherwise has been surrendered to the Paying Agent, either at or before Maturity, the Bond shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bond so cancelled and destroyed and shall file an executed counterpart of such certificate with the Village.



All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding principal of the Bond is to be redeemed, the portion of principal to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) if the Bond is to be fully redeemed and retired, the place where the Bond is to be surrendered for payment of the Redemption Price, which shall be the office of the Paying Agent.

The failure of the Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Village shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bond or portions of Bond that is to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bond or portions of Bond to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Village defaults in the payment of the Redemption Price) the Bond or portion of Bond shall cease to bear interest; provided, however, that the redemption of a portion of the principal of a Bond on which principal is payable in installments to the Purchaser shall not reduce the amount of the semi-annual installment of interest and annual installment of principal on the Bond. Upon surrender of the Bond for redemption in accordance with such notice, the Redemption Price of the Bond shall be paid by the Paying Agent. Installments of principal and interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of the Bond, there shall, if requested by the Registered Owner thereof, be prepared for the Registered Owner a new Bond paying the same semi-annual installment of interest and annual installment of principal, in the principal amount of the unpaid principal. The Bond that has been redeemed shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory or voluntary standards established by the Securities and Exchange Commission then in effect for processing redemptions of municipal securities. Failure to comply with such standards shall not affect or invalidate the redemption of the Bond or installments of principal thereof.

#### ARTICLE IV

##### SECURITY FOR BOND

**Section 401. Security for Bond.** The Bond shall be a special obligation of the Village payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues of the

**Section 503. Application of Moneys in the Construction Fund.** Moneys in the Construction Fund shall be used solely for the purpose of paying (a) the costs of the Project, including payment of the Note, in accordance with the plans and specifications therefor prepared by the Consultant for the Project, and heretofore approved by the Board of Trustees of the Village and on file in the office of the Village Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consultant and approved by the Board of Trustees of the Village, and (b) costs and expenses incident to the issuance of the Bond.

Withdrawals from the Construction Fund shall be made only when authorized by the Board of Trustees and only on duly authorized and executed warrants or vouchers therefor accompanied by a certificate executed by the Consultant that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or services being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Nothing hereinbefore contained shall prevent the payment out of the Construction Fund of all costs and expenses incident to the issuance of the Bond and interest accruing on the Bond during the period of acquisition and construction of the Project or withdrawals of sums for investment or reinvestment purposes under the terms of this Ordinance without a certificate from the Consultant.

Upon completion of the Project, any surplus moneys remaining in the Construction Fund and not required for the payment of unpaid costs thereof shall be used either (1) to pay part of the first installment of interest due on the Bond or (2) for the prepayment of principal and interest of the Bond.

## ARTICLE VI

### APPLICATION OF REVENUES

**Section 601. Revenue Fund.** The Village covenants and agrees that from and after the delivery of the Bond, and continuing as long as the Bond remains Outstanding hereunder, all of the Revenues shall as and when received be paid and deposited into the Revenue Fund unless otherwise specifically provided in this Ordinance. Said Revenues shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the Village and shall not be commingled with any other moneys, revenues, funds and accounts of the Village. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance.

**Section 602. Application of Moneys in Funds and Accounts.** The Village covenants and agrees that from and after the delivery of the Bond and continuing so long as any portion of the Bond shall remain Outstanding, it will on the first day of each month, administer and allocate all of the moneys then held in the Revenue Fund as follows:

(a) *Operation and Maintenance Account.* There shall first be paid and credited to the Operation and Maintenance Account an amount sufficient to pay the estimated cost of Expenses during the ensuing month. All amounts paid and credited to the Operation and Maintenance Account shall be expended and used by the Village solely for the purpose of paying the Expenses of the System.

(b) *Debt Service Account.* There shall next be paid and credited monthly to the Debt Service Account, to the extent necessary to meet on each Bond Payment Date the payment of all

Account until the Debt Service Reserve Account shall again aggregate the Debt Service Reserve Requirement.

The amounts required to be paid and credited to the Debt Service Reserve Account pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service reserve accounts established for the Parity Bonds under the provisions of the Parity Ordinances.

Moneys in the Debt Service Reserve Account may be used to call the Bond for redemption and payment prior to their Stated Maturity; provided all of the Bond at the time Outstanding is called for payment and funds are available to pay the same according to their terms. Moneys in the Debt Service Reserve Account shall be used to pay and retire the last Outstanding principal installment of the Bond unless the Bond and all interest thereon are otherwise paid. Any amounts in the Debt Service Reserve Account in excess of the Debt Service Reserve Requirement on any valuation date shall be transferred (i) during the period of acquisition and construction of the Project, to the Construction Fund, and (ii) after such construction period, to the Revenue Fund.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Debt Service Reserve Account and to the debt service reserve accounts established to protect the payment of any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such debt service reserve accounts in proportion to the respective principal amounts of said series of bonds at the time outstanding which are payable from the moneys in such debt service reserve accounts.

(d) *Depreciation Fund.* After all payments and credits required at the time to be made under (1) the provisions of paragraphs (a), (b) and (c) of this Section and (2) the provisions of any ordinances of the Village authorizing additional System Revenue Bonds relating to payments required to be made to debt service accounts and debt service reserve accounts for additional System Revenue Bonds have been made, there shall next be paid and credited to the Depreciation Fund, the amount of \$3,300 each month until the Bond is no longer Outstanding. Except as hereinafter provided in **Section 603**, moneys in the Depreciation Fund shall be expended and used by the Village, if no other funds are available therefor, solely for the purpose of (i) making improvements, replacements and repairs in and to the System as may be necessary to keep the System in good repair and working order and to assure the continued effective and efficient operation thereof, including replacing or repairing portions of the System or major items of any plant or equipment which either have been fully depreciated and are worn out or have become inefficient, uneconomical or obsolete, or (ii) extending and improving the System.

(e) *Surplus Account.* After all payments and credits required at the time to be made under the provisions of paragraphs (a), (b), (c) and (d) of this Section have been made, all moneys remaining in the Revenue Fund shall be paid and credited to the Surplus Account. Moneys in the Surplus Account shall be expended and disbursed as follows:

(1) First, so long as either the balance on hand in the Debt Service Reserve Account is less than the Debt Service Reserve Requirement or the balance on hand in the debt service reserve account for any issue of Parity Bonds is less than the debt service reserve requirement for such issue of Parity Bonds, all moneys in the Surplus Account shall be allocated to the Debt Service Reserve Account and the debt service reserve accounts for Parity Bonds in proportion to the outstanding principal amount of the Bond and of each

(v) Any other lawful purpose in connection with the operation of the System and benefiting the System.

(f) *Deficiency of Payments into Funds and Accounts.* If at any time the Revenues are insufficient to make any payment on the date or dates hereinbefore specified, the Village will make good the amount of such deficiency by making additional payments or credits out of the first available Revenues thereafter received, such payments and credits being made and applied in the order hereinbefore specified in this Section.

**Section 603. Transfer of Funds to Paying Agent.** The Village Treasurer or other authorized officer of the Village is hereby authorized and directed to withdraw from the Debt Service Account, and, to the extent necessary to prevent a default in the payment of either principal of or interest on the Bond, from the Debt Service Reserve Account, the Surplus Account and the Depreciation Fund as provided in Section 602 hereof, sums sufficient to pay the principal of and interest on the Bond as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. If, through lapse of time, or otherwise, the Registered Owner of the Bond is no longer entitled to enforce payment of its obligations, it shall be the duty of the Paying Agent forthwith to return said funds to the Village. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

**Section 604. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

**Section 605. Nonpresentment of Bond.** If the Bond is not presented for payment when the principal thereof becomes due at Maturity and funds sufficient to pay the Bond have been made available to the Paying Agent, all liability of the Village to the Registered Owner thereof for the payment of the Bond shall forthwith cease and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of the Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatsoever nature on his part under this Ordinance or on, or with respect to, the Bond. If the Bond is not presented for payment within one year following the date when the final installment of the principal of and interest on the Bond becomes due at Maturity, the Paying Agent shall repay to the Village the funds theretofore held by it for payment of the Bond, and the Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Village, and the Registered Owner thereof shall be entitled to look only to the Village for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Village shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

the payment of the Bond and the interest thereon and for the protection and benefit of the System as provided in this Ordinance. The Village will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. The Village will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges aforesaid in such manner as may be necessary or proper so that the Revenues will be sufficient to cover the obligations under this Section and otherwise under the provisions of this Ordinance.

**Section 803. Reasonable Charges for all Services.** None of the facilities or services provided by the System will be furnished to any user (excepting the Village itself) without a reasonable charge being made therefor. If the Revenues are at any time insufficient to pay the reasonable Expenses of the System and also to pay all interest on and principal of the Bond as and when the same become due, then the Village will thereafter pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all services furnished to the Village by the System, and such payments will continue so long as the same may be necessary in order to prevent or reduce the amount of any default in the payment of the interest on or principal of the Bond.

The Village will serve any applicant within the service area of the System who desires the services of the System and who can feasibly and legally be served. So long as the Bond is owned or insured by the Purchaser, the Village will obtain the concurrence of the Purchaser prior to refusing services to such applicant.

**Section 804. Restrictions on Mortgage or Sale of System.** The Village will not mortgage, pledge or otherwise encumber the System or any part thereof, nor will it sell, lease or otherwise dispose of the System or any material part thereof; provided, however, the Village may, but only with the consent of the Purchaser so long as the Bond is owned or insured by the Purchaser:

(a) sell at fair market value any portion of the System which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the System, and in the event of sale, the Village will apply the proceeds to either (1) redemption of the Bond in accordance with the provisions governing repayment of the Bond in advance of Stated Maturity, or (2) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the Revenues as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the Village; or

(c) grant a security interest in equipment to be purchased with the proceeds of any loan, lease or other obligation undertaken in accordance with **Article IX** hereof.

**Section 805. Insurance; Fidelity Bond Coverage.** The Village will carry and maintain insurance with respect to the System and its operations against such casualties, contingencies and risks (including but not limited to property and casualty, fire and extended coverage insurance upon all of the properties forming a part of the System insofar as the same are of an insurable nature, public liability, worker's compensation and employee dishonesty insurance), such insurance to be of the character and coverage and in such amounts as would normally be carried by other municipalities or public entities engaged in similar activities of comparable size and similarly situated. In the event of loss or damage, the Village, with reasonable dispatch, will use the proceeds of such insurance in reconstructing and replacing the property damaged or destroyed, or in paying the claims on account of which such proceeds were

**Section 809. Right of Inspection.** The Registered Owner shall have the right at all reasonable times to inspect the System and all records, accounts and data relating thereto, and shall be furnished all such information concerning the System and the operation thereof which the Purchaser or such Registered Owner or Owners may reasonably request.

**Section 810. Performance of Duties and Covenants.** The Village will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the System now or hereafter imposed upon the Village by the Constitution and laws of the State of Illinois and by the provisions of this Ordinance.

**Section 811. Consultant's Report.** Upon the request of the Purchaser, but in no event more often than once every three years, the Village will cause a Consultant to make an examination of and report on the condition and operations of the System, such report to include recommendations as to any changes in such operations deemed desirable. Each such report shall also make reference to any unusual or extraordinary items of maintenance and repair and any extensions or improvements that may be needed in the ensuing three-year period. A copy of each such report shall be filed in the office of the Village Clerk and, upon written request, sent to the Registered Owner (at the expense of such Registered Owner).

**Section 812. Tax Covenants.**

(a) The Village covenants that (1) it will comply with all applicable provisions of the Code, necessary to maintain the exclusion from federal gross income of the interest on the Bond, and (2) it will comply with all provisions and requirements of the Federal Tax Certificate. The Village President is hereby authorized and directed to execute the Federal Tax Certificate in a form that is approved by Bond Counsel, for and on behalf of and as the act and deed of the Village. The Village will also pass such other resolutions or ordinances and take such other actions as may be necessary to comply with the Code and with other applicable future laws, regulations, publishing rulings and judicial decisions, in order to ensure that the interest on the Bond will remain excluded from federal gross income, to the extent any such actions can be taken by the Village.

(b) The Village covenants that (1) it will use the proceeds of the Bond as soon as practicable for the purposes for which the Bond is issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bond or any other funds of the Village in any manner, or take or omit to take any action, that would cause the Bond to be an "arbitrage bond" within the meaning of Section 148(a) of the Code.

(c) The covenants contained in this section and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bond pursuant to **Article XI** hereof or any other provision of this Ordinance, until the final Maturity of the Bond Outstanding.

**Section 813. Refinanced Bond - When Required.** The Village hereby represents and covenants that it will refinance the unpaid balance, in whole or in part, of the Outstanding principal amount of the Bond upon the request of the Purchaser if at any time it should appear to the Purchaser that the Village is able and authorized by law to refinance the Bond by obtaining a loan for such purposes from cooperatives or private sources at reasonable rates and terms.

in the opinion of the Consultant, are economically feasible and reasonably considered necessary based on projected operations of the System.

(c) So long as the Bond is owned or insured by the Purchaser, any ordinance authorizing such additional parity bonds shall contain substantially the same terms, conditions, covenants and procedures as established in this Ordinance and such ordinance authorizing such additional revenue bonds shall acknowledge the fact that the Bond may be called for redemption and payment prior to the Stated Maturity thereof as a requirement of the Purchaser as contained in 7 U.S.C. 1983(3) and 7 C.F.R. Part 1780, and any succeeding federal laws and regulations applicable thereto.

Additional revenue bonds of the Village issued under the conditions set forth in this Section shall stand on a parity with the Bond and shall enjoy complete equality or lien on and claim against the Net Revenues with the Bond, and the Village may make equal provision for paying said bonds and the interest thereon out of the Revenue Fund and may likewise provide for the creation of reasonable debt service accounts and debt service reserve accounts for the payment of such additional bonds and the interest thereon out of moneys in the Revenue Fund.

**Section 903. Junior Lien Bonds and Other Obligations.** Nothing in this Section contained shall prohibit or restrict the right of the Village to issue additional revenue bonds or other revenue obligations for any lawful purpose in connection with the operation of the System and benefiting the System and to provide that the principal of and interest on said revenue bonds or obligations shall be payable out of the Net Revenues of the System, provided at the time of the issuance of such additional revenue bonds or obligations **Section 905** hereof is complied with and the Village is not in default in the performance of any covenant or agreement contained in this Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default), and provided further that such additional revenue bonds or obligations shall be junior and subordinate to the Bond so that if at any time the Village shall be in default in paying either interest on or principal of the Bond, or if the Village is in default in making any payments required to be made by it under the provisions of paragraphs (a), (b), (c) and (d) of **Section 602** hereof, the Village shall make no payments of either principal of or interest on said junior and subordinate revenue bonds or obligations until said default or defaults be cured. In the event of the issuance of any such junior and subordinate revenue bonds or obligations, the Village, subject to the provisions aforesaid, may make provision for paying the principal of and interest on said revenue bonds or obligations out of moneys in the Revenue Fund.

**Section 904. Refunding Bonds.** Subject to the continuing obligation of the Village to comply with the provisions of **Section 905** hereof and with 7 U.S.C. 1983(3) and regulations issued thereunder so long as the Bond is owned or insured by the Purchaser, the Village shall have the right, if it shall find it desirable, without complying with the provisions of **Section 902** hereof to refund any of the System Revenue Bonds under the provisions of any law then available in a manner which provides present value debt service savings, and the refunding bonds so issued shall enjoy complete equality of pledge with the Bond or any Parity Bonds which are not refunded, if any, upon the Net Revenues of the System; provided, however, that if only a portion of the System Revenue Bonds are refunded and if said System Revenue Bonds are refunded in such manner that the aggregate amount of principal and interest scheduled to become due on the refunding bonds in any fiscal year (taking into account scheduled mandatory redemptions) exceeds the aggregate amount of principal and interest scheduled to become due on the refunded Bonds in said fiscal year (taking into account scheduled mandatory redemptions) then said System Revenue Bonds may be refunded without complying with the provisions of **Section 902** hereof only by and with the written consent of the Registered Owner of the Bond.

Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of the Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owner of the Bond by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by the Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to the Registered Owner, then, and in every such case, the Village and the Registered Owner shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owner shall continue as if no such suit, action or other proceedings had been brought or taken.

**Section 1004. No Obligation to Levy Taxes.** Nothing contained in this Ordinance shall be construed as imposing on the Village any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bond.

## **ARTICLE XI**

### **DEFEASANCE**

**Section 1101. Defeasance.** When the Bond or the interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of Net Revenues made hereunder and all other rights granted hereby shall terminate with respect to the Bond or interest payments so paid and discharged. The Bond or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with a commercial bank or trust company located in the State of Illinois and having full trust powers, at or prior to the Stated Maturity or Redemption Date of the Bond or interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of the Bond, and/or interest to accrue on the Bond to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if the Bond shall be redeemed prior to the Stated Maturity thereof, (1) the Village shall have elected to redeem the Bond, and (2) either notice of such redemption shall have been given, or the Village shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to redeem the Bond in compliance with **Section 302(a)** of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with a commercial bank or trust company by or on behalf of the Village, for the purpose of paying and discharging the Bond or the interest payments thereon, shall be and are hereby assigned, transferred and set over to such bank or trust company in trust for the Registered Owner of the Bond, and such money shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Defeasance Obligations deposited with such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

Notwithstanding any provision herein to the contrary, as long as the Bond is owned or insured by the Purchaser, the Village will not issue any additional revenue bonds or other obligations for the purpose of providing funds to refund all or part of the Bond unless either (i) all of the Bond is paid, retired and cancelled concurrently with the issuance of such refunding revenue bonds or other obligations or at the first interest and principal payment date for the Bond occurring after the issuance of the refunding revenue bonds



(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bond, the amount or amounts, numbers and other identification of the Bond, and the date of holding the same shall be proved by the Bond Register.

As long as the Bond is owned or insured by the Purchaser, the Purchaser shall be deemed to be a Registered Owner for purposes of **Article X** and **Article XII** of this Ordinance.

**Section 1203. Further Authority.** The officers of the Village, including the Village President, Village Treasurer and Village Clerk shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1204. Severability.** If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

**Section 1205. Governing Law.** This Ordinance shall be governed exclusively by and constructed in accordance with the applicable laws of the State of Illinois.

**Section 1206. Electronic Transactions.** The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means.

**Section 1207. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the Board of Trustees and approval by the Village President.

**Section 1208. Repealer.** All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**ADOPTED** by the Board of Trustees of the Village of Brighton, Macoupin and Jersey Counties, Illinois on the 2<sup>nd</sup> day of February, 2026.

Aye: Aaron Mead-Motion, Bradley Arnold 2nd, Christy Jones, Don Little, Jim Winslade

Nay: Ø

Absent: Marcella Wilfong

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**EXHIBIT A  
TO ORDINANCE**

**(FORM OF BOND WITH PRINCIPAL AND INTEREST  
PAYABLE IN INSTALLMENTS)**

**UNITED STATES OF AMERICA  
STATE OF ILLINOIS**



**Registered  
No. R-1**

**Registered  
\$4,995,000**

**VILLAGE OF BRIGHTON, MACOUPIN AND JERSEY COUNTIES, ILLINOIS**

**WATERWORKS SYSTEM REVENUE BOND  
SERIES A**

**REGISTERED OWNER: UNITED STATES OF AMERICA, ACTING THROUGH THE  
UNITED STATES DEPARTMENT OF AGRICULTURE**

**PRINCIPAL AMOUNT: FOUR MILLION NINE HUNDRED NINETY-FIVE  
THOUSAND DOLLARS**

**THE VILLAGE OF BRIGHTON, MACOUPIN AND JERSEY COUNTIES, ILLINOIS**, a municipality and political subdivision of the State of Illinois (the "Village"), for value received, hereby promises to pay out of the funds hereinafter specified, to the Registered Owner shown above, or its registered assigns, but solely from the source and in the manner herein specified, the principal amount shown above, or such lesser amount as may be outstanding hereunder, and to pay interest thereon, but solely from the source and in the manner herein specified, from the effective date of registration of this Bond (which date is set forth on the last page of this Bond) at the rate of [2.25]% per annum, calculated using the actual number of days over a 365 day year, payable semi-annually on May 1 and November 1 in each year, beginning on \_\_\_\_\_ 1, 202\_, on the unpaid principal balance until paid in full.

Principal of this Bond shall be payable in installments in accordance with **Schedule 1** of the hereinafter defined Ordinance. The final installment of the entire remaining principal and interest on this Bond, if not sooner paid, shall be due and payable on May 1, 2066.

Every payment made on the obligation evidenced by this Bond shall be applied first to accrued interest and then to principal. Both principal of and interest on this Bond are hereby made payable in any coin or currency which, on the respective dates of payment of principal and interest, is legal tender for the payment of debts due the United States of America.

If this Bond is owned by the United States of America acting through the United States Department of Agriculture (including installments of principal), this Bond shall be subject to redemption and prepayment prior to Stated Maturity, at the option of the Village, in whole or in part at any time upon payment of the principal amount of this Bond or installments of principal hereof to be redeemed and prepaid, plus accrued interest thereon to the date fixed for redemption and prepayment, without premium.

on October 19, 2015 in the original principal amount of \$1,525,000. Under the conditions set forth in the Ordinance, the Village has the right to issue additional parity bonds payable from and secured by the Net Revenues; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance.

The Village hereby covenants with the Registered Owner of this Bond that it will keep and perform all covenants and agreements contained in the Ordinance, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, as will produce Revenues sufficient to pay the costs of operation and maintenance of the System, pay the principal of and interest on this Bond as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Ordinance for a description of the covenants and agreements made by the Village with respect to the collection, segregation and application of the Revenues of the System, the nature and extent of the security of this Bond, the rights, duties and obligations of the Village with respect thereto, and the rights of the Registered Owner thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond of the same series, maturity and in the same outstanding principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The Village and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon shall have been executed by the Paying Agent.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of this Bond, provision has been duly made for the collection and segregation of the Revenues and for the application of the same as hereinbefore provided.

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**ASSIGNMENT**

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

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

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

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

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

Medallion Signature Guarantee: