

**AUTHORIZING THE PURCHASE OF FOUR POLICE INTERCEPTOR VEHICLES THROUGH MORROW BROTHERS FORD FOR THE DEKALB POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$150,000.**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, the City's corporate authorities find that approving the purchase of four (4) police interceptor vehicles in an amount not to exceed \$150,000 is in the City's best interests for the protection of the public health, safety, morals and welfare; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The City's corporate authorities approve, authorize, direct and ratify the City Manager to negotiate and execute an agreement, in a form acceptable to him, with Morrow Brothers Ford, for the purchase of four (4) Ford Police Interceptors, in an amount not to exceed \$150,000, using financing from Tax Exempt Leasing Corporation, and for City staff to take all actions necessary to equip said vehicle for street division purposes, provided that any costs or expenses to be incurred within the present budget year are within the scope of the then approved budget.

**SECTION 2:** This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

**SECTION 3:** This resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a Regular meeting thereof held on the 27<sup>th</sup> day of September 2021 and approved by me as Mayor on the same day. Passed by 7-0-1 roll call vote. Aye: Morris, Larson, Smith, Perkins, Verbic, Faivre, Barnes. Nay: None. Absent: McAdams.



  
COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

<b>City of DeKalb Police Department - Equipping 2021 Ford Utility Interceptor</b>	
<b>With Morrow Ford Outfitting</b>	
Setina Push Bumper w/LED Lights	
Prisoner Seat Kit	
Prisoner Partition	
Rear Side Window Barriers	
Whelen Light Bar w/ Rear Arrow Bar	
Light Bar Strap Kit	
Body Mounted LED Lights	
Dynamax Speaker	
Speaker Bracket	
Code Three Mastercom Siren w/ Light Control	
Console Face Plates	
Excel Siren	
Havis Charge Guard	
20" Center Console	
Microphone Clip with Plate	
Armrest	
Axon Signal Unit	
LED Flashlight	
Dual External Cup Holder	
<b>Package Price For All Items Above (estimate)</b>	<b>\$8,500</b>
Flashing LED Headlight Kit	\$455
Strobes-n-More Light Package	\$122
Uniden Scanner	\$250
MDB Laptop & Video Camera System w/ mounts & licensing (estimate)	\$12,551
Squad Ticket Printer	\$1,200
Graphics	\$995
Additional Installation	\$495
<b>Total Cost</b>	<b>\$24,568</b>
<b>Vehicle Cost With Dealer Options</b>	<b>\$36,235</b>
<b>Overall Cost</b>	<b>\$60,803</b>

*Morrow Brothers estimated their package price and will provide exact price soon.  
Added 5% to last year's quote from CDS, as they did not provide an updated one by 9/2/21.*

**NOTES:**

- \* Console floor mount now included in police package.
- \* Already have mobile radios on hand, provided by ILEAS.
- \* Moving radar unit would add \$2500.
- \* Chief's squad would only need minimal equipment totalling about \$4,000
- \* One squad will need K9 equipment rather than the prisoner back seat, this upcharge will add about \$2,000 for the hot-n-pop system and cage.



203 E. PARK AVENUE, LIBERTYVILLE, ILLINOIS 60048

847-247-0771

847-247-0772

www.taxexemptleasing.com

September 2, 2021

VIA E-MAIL: [joshua.boldt@cityofdekalb.com](mailto:joshua.boldt@cityofdekalb.com)

Josh Boldt, Assistant City Manager  
City of DeKalb  
164 E Lincoln Hwy  
DeKalb, IL 60115

Dear Josh:

I am pleased to provide the following quote for City of DeKalb for the financing of four (4) new Ford Police Interceptors. This quote is valid for 14 days and is subject to credit review and proper documentation.

Equipment Cost (Approximate):	\$150,000.00
Down Payment:	\$0.00
Financed Amount:	\$150,000.00
Payment Frequency:	Quarterly, in arrears (first payment due three months from lease date)
Term:	5-years
# of Payments:	Twenty (20)
Rate*:	2.48%
Payment*:	\$7,997.80
Factor^:	.05332

*\* Rate and payment assume that the Customer is a tax-exempt entity and the purchase of the equipment falls within the type of equipment allowed as tax-exempt under the I.R.S. Code. In the event this purchase is not exempt, the rate and payments will be adjusted accordingly.*

*^ Factor is based on quoted rates. If the equipment cost changes or a down payment is made, the new payment amount can be calculated by multiplying the new financed amount by the rate factor.*

Note: If the equipment will require a "build-out period", the financed amount will be placed into an escrow account at lease signing and funds disbursed as instructed by the customer.

I have attached an application that must be completed in order to proceed with the credit process. In addition, we will need copies of the City's last 2-years of audited financial statements, along with a copy of its current interim financial statement. Once these items are gathered, please fax all of the information to 866-2-FAX-APP (866-232-9277) or e-mail to [markz@taxexemptleasing.com](mailto:markz@taxexemptleasing.com).

I appreciate this opportunity and look forward to proceeding. Please let me know if I can answer any questions. I can be reached at 847-247-0771.

Kind Regards,

Mark M. Zaslavsky  
President



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 20, 2021

Illinois Government Agency

**IN STOCK POLICE INTERCEPTORS FOR IMMEDIATE DELIVERY**

**New Ford Police Interceptor Utility AWD**

- ✓ Cloth Front/Vinyl Rear Seats
- ✓ 51R Driver's Side LED Spotlight
- ✓ 18D Rear Hatch Timer Delete
- ✓ 549 Power Heated Mirrors
- ✓ 43D Dark Mode Interior
- ✓ 47A Factory Police Engine Idle
- ✓ 60A Grill/Lamp/Speaker Wiring
- ✓ All other standard equipment

**Illinois Government Price \$34,985.00\***

Available options:

Hybrid Engine	Add \$3,375.00	Red/White LED Spotlight	Add \$140.00
Remote Keyless	Add \$370.00	License/Title	Add \$225.00
Rear L/W/H D.C.	Add \$75.00	Delivery in Illinois	Add \$300.00

Complete Ready for the Road Upfitting available. Vehicle Equipment is in Stock.

A limited quantity of units are in stock\* at the time of this quote. Units are available first come, first serve. Additional options can be added as required. Presently, factory order lead time is approximately 18 - 20 weeks. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp  
Government Sales Manager  
Morrow Brothers Ford, Inc.

Schedule No. 03

EXHIBIT A

October 5, 2021

DESCRIPTION OF EQUIPMENT

RE: Master Lease Purchase Agreement dated as of June 8, 2020, between Tax-Exempt Leasing Corp. (Lessor) and City of DeKalb (Lessee) and Schedule No. 03 thereto dated as of October 5, 2021.

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	Serial Number/VIN	Type, Make, Model
4		202_ Ford Interceptor Police Utility Vehicle with Upfitting and Equipment

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

Address 700 West Lincoln Highway City DeKalb State Illinois  
County DeKalb

Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Vehicle Identification Number ("VIN") or Serial Number in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.

Lessee: City of DeKalb

Signature

Bill Nickles, City Manager

Printed Name and Title

10/06/2021

Date

**Schedule No. 03  
EXHIBIT B**

**October 5, 2021**

**SCHEDULE OF PAYMENTS**

**Rate: 2.48%**

Payment Number	Payment Date	Payment	Interest	Principal	Purchase Option Price*
1	1/5/2022	\$ 7,997.80	\$ 930.00	\$ 7,067.80	NA
2	4/5/2022	\$ 7,997.80	\$ 886.18	\$ 7,111.62	NA
3	7/5/2022	\$ 7,997.80	\$ 842.09	\$ 7,155.71	NA
4	10/5/2022	\$ 7,997.80	\$ 797.72	\$ 7,200.08	\$ 125,108.73
5	1/5/2023	\$ 7,997.80	\$ 753.08	\$ 7,244.72	\$ 117,646.67
6	4/5/2023	\$ 7,997.80	\$ 708.16	\$ 7,289.64	\$ 110,138.34
7	7/5/2023	\$ 7,997.80	\$ 662.97	\$ 7,334.83	\$ 102,085.49
8	10/5/2023	\$ 7,997.80	\$ 617.49	\$ 7,380.31	\$ 94,520.67
9	1/5/2024	\$ 7,997.80	\$ 571.73	\$ 7,426.07	\$ 86,908.95
10	4/5/2024	\$ 7,997.80	\$ 525.69	\$ 7,472.11	\$ 79,250.04
11	7/5/2024	\$ 7,997.80	\$ 479.37	\$ 7,518.43	\$ 71,194.65
12	10/5/2024	\$ 7,997.80	\$ 432.75	\$ 7,565.05	\$ 63,478.30
13	1/5/2025	\$ 7,997.80	\$ 385.85	\$ 7,611.95	\$ 55,714.11
14	4/5/2025	\$ 7,997.80	\$ 338.65	\$ 7,659.15	\$ 47,901.78
15	7/5/2025	\$ 7,997.80	\$ 291.17	\$ 7,706.63	\$ 39,942.88
16	10/5/2025	\$ 7,997.80	\$ 243.39	\$ 7,754.41	\$ 31,974.01
17	1/5/2026	\$ 7,997.80	\$ 195.31	\$ 7,802.49	\$ 23,935.99
18	4/5/2026	\$ 7,997.80	\$ 146.93	\$ 7,850.87	\$ 15,966.99
19	7/5/2026	\$ 7,997.80	\$ 98.26	\$ 7,899.54	\$ 7,988.33
20	10/5/2026	\$ 7,997.80	\$ 49.21	\$ 7,948.59	\$ -
<b>Totals</b>		<b>\$ 159,956.00</b>	<b>\$ 9,956.00</b>	<b>\$ 150,000.00</b>	

\*Assumes that all rental payments and additional rentals due on and prior to that date have been paid.

Lessee: City of DeKalb

Signature

*Bill Nicklas, City Manager*

Printed Name and Title

*10/06/2021*

Date

Schedule No. 03  
EXHIBIT C

October 5, 2021

RE: Master Lease Purchase Agreement dated as of June 8, 2020, between Tax-Exempt Leasing Corp. (Lessor) and City of DeKalb (Lessee) and Schedule No. 03 thereto dated as of October 5, 2021.

FINAL ACCEPTANCE CERTIFICATE

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Final Acceptance Certificate with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 03 (the "Lease"). I hereby certify that:

1. All Equipment described on Exhibit A has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to the vendor the remaining net proceeds of the Lease by wire transfer or by check.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Rental Payments with respect to such Equipment are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Serial #/VIN: (if applicable) \_\_\_\_\_

Lessee: City of DeKalb

Signature

  
Bill Nidelas, City Manager

Printed Name and Title

10/06/2021

Date

Schedule No. 03  
EXHIBIT C

October 5, 2021

RE: Master Lease Purchase Agreement dated as of June 8, 2020, between Tax-Exempt Leasing Corp. (Lessor) and City of DeKalb (Lessee) and Schedule No. 03 thereto dated as of October 5, 2021.

PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 03 (the "Lease"). I hereby certify that:

1. The Equipment described below (comprising all or part of the Equipment described on Exhibit A):
  - a. \_\_\_ has been delivered and installed in accordance with Lessee's specification
  - b. X has been accepted where is and is pending delivery and/or installation
  - c. \_\_\_ has been delivered and accepted and is pending installation (the VIN, if applicable, shall be provided upon installation)

and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to the vendor or reimburse Lessee described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.


2. Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Equipment	Amount
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Serial #/VIN: (if applicable) \_\_\_\_\_

Vendor Name and Address: Morrow Brothers Ford  
1242 Main St., Greenfield, IL 62044

Lessee: City of DeKalb

Signature   
 Bill Nicklas, City Manager

Printed Name and Title  
 10/06/2021

Date



**Schedule No. 03  
EXHIBIT D**

**OPINION OF COUNSEL**

*(Must be Re-typed onto attorney's letterhead)*

October 5, 2021

Tax-Exempt Leasing Corp.  
203 E. Park Avenue  
Libertyville, Illinois 60048

**RE: Master Lease Purchase Agreement dated as of June 8, 2020, between Tax-Exempt Leasing Corp. (Lessor) and City of DeKalb (Lessee) and Schedule No. 03 thereto dated as of October 5, 2021.**

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**WAIVED**

Schedule No. 03  
EXHIBIT E

October 5, 2021

LESSEE RESOLUTION

RE: Master Lease Purchase Agreement dated as of June 8, 2020, between Tax-Exempt Leasing Corp. (Lessor) and City of DeKalb (Lessee) and Schedule No. 03 thereto dated as of October 5, 2021.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on September 27, 2021 the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

- Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 03 dated as of October 5, 2021 to the Master Lease Purchase Agreement dated as of June 8, 2020, between **City of DeKalb (Lessee)** and **Tax-Exempt Leasing Corp. (Lessor)**.
- Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule.

Authorized Individual(s): Bill Nicklas, City Manager  
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

In addition to the Authorized Individual(s) above, the Governing Body of Lessee further authorizes the following individual to sign any Payment Request and Partial Acceptance Certificate form and/or Final Acceptance Certificate:

Authorized individual(s): Bill Nicklas, City Manager  
(Printed or Typed Name and Title of individual(s) authorized to execute any Payment Request and Partial Acceptance Certificate and/or Final Acceptance Certificate)

- Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By [Signature]  
(Signature of Secretary, Board Chairman or other member of the Governing Body, who is not listed as "Authorized Individual" above)

Typed Name: Cohen Barnes Title: Mayor  
(Typed name of individual who signed directly above) (Title of Individual who signed directly above)

Attested By: [Signature]  
(Signature of one additional person who can witness the passage of this Resolution)

Typed Name: Joshua Boldt Title: Assistant City Manager  
(Typed name of individual who signed directly above) (Title of individual who signed directly above)

Schedule No. 03  
EXHIBIT F

October 5, 2021

**BANK QUALIFIED CERTIFICATE**

**RE: Master Lease Purchase Agreement dated as of June 8, 2020, between Tax-Exempt Leasing Corp. (Lessor) and City of DeKalb (Lessee) and Schedule No. 03 thereto dated as of October 5, 2021.**

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Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement and Schedule are executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Agreement and Schedule as follows:

- 1. Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement and this Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".
- 2. Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement and Supplement are executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

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

(Signature of individual authorized to execute this Exhibit)

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

(Printed name of individual who signed directly above)

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

(Title of individual who signed directly above)

Schedule No. 03  
EXHIBIT G

October 5, 2021

AGREEMENT TO PROVIDE INSURANCE

**Lessee:**

Name: City of DeKalb  
Address: 164 East Lincoln Highway  
DeKalb, Illinois 60115  
Phone: 815-748-2392

**Lessor/Certificate Holder:**

Name: Tax-Exempt Leasing Corp., AOIA  
Address: 203 E. Park Avenue  
Libertyville, Illinois 60048  
Phone: 847-247-0771


Description of Equipment: Four (4) 202\_ Ford Interceptor Police Utility Vehicles with Upfitting and Equipment

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I authorize Tax-Exempt Leasing Corp. or its assigns to contact the insurance company shown below, in order to obtain the required proof of coverage. I further authorize the Agent/Company below to issue a Certificate noting Lessor's interest in the equipment and showing Tax-Exempt Leasing Corp. and/or its assigns as additional insured and loss payee.

Please e-mail to [marlas@taxexemptleasing.com](mailto:marlas@taxexemptleasing.com) or fax to 847-247-0772

Insurance Company: Safety National Casualty Corp  
Name of Agent: Arthur J. Gallagher Risk Management Services  
Address: 2850 Golf Rd  
Rolling Meadows, IL 60008  
Phone: 630-773-3800  
Email: www.ajg.com  
Policy #: CA 6675485

**Lessee: City of DeKalb**

  
Signature  
Bill Nicklas, City Manager  
Printed name and title

Schedule No. 03  
EXHIBIT H

October 5, 2021

LESSEE CERTIFICATE

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**RE: Master Lease Purchase Agreement dated as of June 8, 2020, between Tax-Exempt Leasing Corp. (Lessor) and City of DeKalb (Lessee) and Schedule No. 03 thereto dated as of October 5, 2021.**

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I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 03 thereto (the "Lease"). I hereby certify that:

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its behalf by the authorized representative of Lessee who signed the Lease.
3. During the term of the Lease, the Equipment will be used for essential governmental functions. Such functions are:  
Routine Police Patrol Services, Traffic Enforcement,  
Prisoner Transports
4. The source of funds (fund item in budget) for the Rental Payments that come due under Exhibit B of this Lease is as follows:  
Fund 420, expense code capital lease principal (79000)  
and capital lease interest (79100)
5. Lessee reasonably expects and anticipates that adequate funds will be available for all future Rental Payments that will come due under Exhibit B because:  
Fund 420 dedicated Home Rule Motor Fuel Taxes and  
Rental Income are reliable

Lessee: City of DeKalb

  
Signature

Bill Nicklas, City Manager  
Printed Name and Title

Schedule No. 03  
Exhibit I

**NOTICE OF ASSIGNMENT  
AND  
LETTER OF DIRECTION**

Tax-Exempt Leasing Corp. ("Lessor") hereby gives notice to City of DeKalb ("Lessee") that it has assigned all of its rights to receive payments under the Master Lease Purchase Agreement dated October 5, 2021, Schedule No. 03, as set out in Section 7.01 of said Master Lease Purchase Agreement, and in any of the Equipment now or hereafter leased thereunder, including without limitation all amounts of rent, insurance, and condemnation proceeds, indemnity or other payment proceeds due to become due as a result of the sale, lease or other disposition of the Equipment, all rights to receive notices and give consents and to exercise the rights of the Lessor under the Lease, and all rights, claims and causes of action which Lessor may have against the manufacturer or seller of the Equipment in respect of any defects therein.

This Master Lease Purchase Agreement, Schedule No. 03, requires twenty (20) quarterly payments in the amount of \$7,997.80 each. As of the date of assignment, twenty (20) payments remain on the contract. These payments have been assigned to:

*Santander Bank, N.A.  
3 Huntington Quadrangle, #101N  
Melville, NY 11747*

*FEIN: 23-1237295*

*(The above should be listed as lien holder on all vehicle titles)*

All future payments, however, should be made payable to and forwarded to the following:

*Tax-Exempt Leasing Corp.  
P.O. Box 847386  
Boston, MA 02264-7386*


Any assigned payments received by Lessor are received in trust for assignee and will be immediately delivered to Assignee.

**Lessee: City of DeKalb**

Signature

Printed Name and Title

Date

  
\_\_\_\_\_  
*Bill Nicklas, City Manager*  
\_\_\_\_\_  
*10/06/21*  
\_\_\_\_\_

**Lessor: Tax-Exempt Leasing Corp.**

Signature

Printed Name and Title

Date

\_\_\_\_\_  
\_\_\_\_\_  
*Mark M. Zaslavsky, President*  
\_\_\_\_\_  
\_\_\_\_\_

## Lease Payment Invoice Instructions

Lessee: City of DeKalb  
Tax ID#: 36-6005843

Invoice mailing address: Department: Finance  
Address: 164 E Lincoln Hwy  
City: DeKalb  
State: IL Zip Code: 60115  
Contact Name: Joshua Boldt  
Phone Number: 815-748-2392  
Email: joshua.boldt@cityofdekalb.com

Description to be shown on lease payment invoice: Four (4) Ford Interceptors

**Internal Escrow Letter**

October 5, 2021

Santander Bank, N.A.  
3 Huntington Quadrangle, #101N  
Melville, NY 11747

Re: Schedule No. 03 dated October 5, 2021 to Master Lease Purchase Agreement dated June 8, 2020 (the "Lease") by and between City of DeKalb ("Lessee") and Tax-Exempt Leasing Corp. ("Lessor"), concurrently assigned to Santander Bank, N.A. ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing Four (4) 202\_ Ford Interceptor Police Utility Vehicles with Upfitting and Equipment (the "Equipment") in the amount of \$150,000.00 (the "Financed Amount"). Lessee hereby requests that Assignee retain \$150,000.00 (the "Retained Amount"). Lessee further requests that Assignee hold the Retained Amount in an internal escrow pending Assignee's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Assignee in consideration of managing the internal escrow account.

Lessee acknowledges that Assignee may commingle the Retained Amount held by Assignee for the benefit of Lessee with other funds held by Assignee for its own account, so long as Assignee maintains segregation of such amounts on the books and records of Assignee.

Sincerely,

**Lessee: City of DeKalb**

  
\_\_\_\_\_  
Signature

*City Manager*  
\_\_\_\_\_  
Printed Name and Title

*10/06/2021*  
\_\_\_\_\_  
Date



**Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

Under Internal Revenue Code section 149(e)  
See separate instructions.

OMB No. 1545-0720

Department of the Treasury  
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.  
Go to [www.irs.gov/8038G](http://www.irs.gov/8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>City of DeKalb</b>		2 Issuer's employer identification number (EIN) <b>36-6005843</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <b>Joshua Boldt</b>		3b Telephone number of other person shown on 3a <b>815-748-2392</b>	
4 Number and street (or P.O. box if mail is not delivered to street address) <b>164 East Lincoln Highway</b>		Room/suite	5 Report number (For IRS Use Only) <b>3</b>
6 City, town, or post office, state, and ZIP code <b>DeKalb, Illinois 60115</b>		7 Date of issue <b>10/05/2021</b>	
8 Name of issue <b>Four (4) Ford Interceptor Police Vehicles with Upfitting and Equipment</b>		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Joshua Boldt, Assistant City Manager</b>		10b Telephone number of officer or other employee shown on 10a <b>815-748-2392</b>	

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

11 Education . . . . .	11		
12 Health and hospital . . . . .	12		
13 Transportation . . . . .	13		
14 Public safety . . . . .	14	\$150,000	00
15 Environment (including sewage bonds) . . . . .	15		
16 Housing . . . . .	16		
17 Utilities . . . . .	17		
18 Other. Describe <b>▶</b>	18		
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

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

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/05/2026	\$ 150,000.00	\$	5 years	2.48 %

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

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

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

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

