



Scott Eisenhauer, Mayor

Notice/Agenda of Special Meeting of the Danville Public Works Committee

You are hereby notified that a Special Meeting of the Danville Public Works Committee will be held on **Tuesday, September 20, 2016 at 5:30 P.M.** in the City Council Chambers, Robert E. Jones Municipal Building, 17 West Main Street, Danville, Illinois. The agenda for the meeting will be as follows:

1. Call to Order – Roll Call
2. Audience Comments
3. Finance – Gayle Lewis, Comptroller
 - A. Consideration of an Ordinance Approving an Amendment to the Amended and Restated Lease Between the Danville Public Building Commission, as lessor, and Vermilion County and the City of Danville, as lessees, in Connection with the Sale of Refunding Bonds of the Commission
4. Urban Services – David Schnelle, Director
 - A. Resolution: Approving Funding of Danville High School Shared Use Path Project Phase I
5. Adjournment

MINUTES of a regular public meeting of the City Council of the City of Danville, Vermilion County, Illinois, held in the Lower Level Council Chambers, 17 W. Main Street, in said City at 6:00 o'clock P.M., on the 20th day of September, 2016.

* * *

The meeting was called to order by the Mayor, and upon the roll being called, Scott Eisenhauer, the Mayor, and the following Aldermen were physically present at said location: _____

The following Aldermen were absent : _____

* * *

The Mayor announced that the next item before the City Council was the consideration of an ordinance approving an Amendment to the Amended and Restated Lease Agreement between the Danville Public Building Commission, Vermilion County, Illinois, as lessor, and The County of Vermilion, Illinois, and the City of Danville, Vermilion County, Illinois, as lessees, and providing for the levy and collection of a direct annual tax sufficient to pay the rentals due under such Lease Agreement. After a full and complete discussion thereof, Alderman _____ presented the following ordinance, copies of which were made available to all in attendance at said meeting who requested a copy:

AN ORDINANCE approving an Amendment to the Amended and Restated Lease Agreement between the Danville Public Building Commission, Vermilion County, Illinois, as lessor, and The County of Vermilion, Illinois, and the City of Danville, Vermilion County, Illinois, as lessees, and providing for the levy and collection of a direct annual tax sufficient to pay the rent payable by the City under such Lease Agreement.

* * *

WHEREAS, the Danville Public Building Commission, Vermilion County, Illinois (the "*Commission*"), a municipal corporation heretofore duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended (the "*Act*"), was incorporated for the purpose of making possible the construction, acquisition or enlargement of public improvements for use by certain municipal corporations, including The County of Vermilion, Illinois (the "*County*"), and the City of Danville, Vermilion County, Illinois (the "*City*"); and

WHEREAS, the Commission has heretofore issued its public building revenue bonds (the "*Prior Bonds*") to acquire, construct, expand, improve, alter, equip, repair, maintain, operate and secure the Public Safety Building and the Juvenile Detention Center (collectively, the "*Facilities*") on the site previously approved by the County Board of the County, the City Council of the City (the "*City Council*"), and the Board of Commissioners of the Commission (the "*PBC Board*"), which site is described in *Exhibit I* of the Amended and Restated Lease Agreement, dated as of February 29, 2016, between the Commission, the County and the City (the "*Amended and Restated Lease*"); and

WHEREAS, the PBC Board has determined it is necessary for the Commission to issue additional public building revenue bonds pursuant to the terms and conditions of the Act (the "*Bonds*") to refund certain of the Prior Bonds (those Prior Bonds being refunded being referred

to herein as the “*Refunded Bonds*” and those Prior Bonds not being refunded being referred to herein as the “*Unrefunded Prior Bonds*”); and

WHEREAS, to provide the necessary revenues for the payment of the Unrefunded Prior Bonds and the Bonds, for the payment of interest that may accrue on the Unrefunded Prior Bonds and the Bonds and for the payment of costs of administration, operation and maintenance, as provided in the Amended and Restated Lease, the Commission, the County and the City desire to amend the Amended and Restated Lease, such amendment to be substantially in the form attached hereto as *Exhibit A* (the “*Amendment*” and, together with the Amended and Restated Lease, the “*Revised Lease*”), providing for the payment by the County and the City to the Commission of rentals for the use and occupation of the Facilities by the County and the City, in accordance with the terms and conditions of the Revised Lease and the Act:

NOW, THEREFORE, Be It and It Is Hereby Ordained by the City Council of the City of Danville, Vermilion County, Illinois, in the exercise of its home rule powers, as follows:

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

Section 2. The Amendment and all the terms and provisions thereof, substantially in the form attached hereto as *Exhibit A*, are hereby approved and the Mayor of the City (the “*Mayor*”) and the City Clerk of the City (the “*City Clerk*”) are hereby authorized and directed to execute, in the name of the City, the Amendment, without any further authorization or direction from the City Council; *provided, however*, that the Mayor and the City Clerk shall not execute the Amendment if the Mayor (the “*Designated Representative*”) finds and determines that (i) the total par amount of the Bonds exceeds \$3,510,000 or (ii) the Bonds are sold at such price and bear interest at such rates that the taxes set forth in Section 3 hereof are insufficient to pay the

principal of and interest due on the Unrefunded Prior Bonds and the Bonds in each bond year. The City hereby requests the Commission issue the Bonds to refund the Refunded Bonds.

Section 3. For the purpose of paying the annual rent payable under the Amended and Restated Lease, the City Council has heretofore levied a direct annual tax upon all the taxable property in the City, as abated, to wit:

<u>LEVY YEAR</u>	<u>TAX LEVY</u>
2016	\$168,425.00
2017	170,735.00
2018	167,731.00
2019	169,290.00
2020	46,176.00
2021	46,204.00
2022	46,232.00
2023	46,261.00
2024	46,290.00
2025	46,319.00
2026	147,884.00
2027	148,703.00
2028	148,705.00
2029	148,533.00
2030	148,188.00
2031	147,669.00
2032	148,888.00
2033	147,449.00
2034	148,683.00
2035	148,296.00

To the extent that the taxes set forth above exceed the amount necessary to pay the annual rental payable by the City under the Revised Lease, the Designated Representative is hereby authorized to direct the further abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay the annual rental payable by the City under the Revised Lease, in the following bond year. In order to effectuate said abatement, the Designated Representative is hereby authorized to execute a Certificate of Abatement, and said Certificate shall be filed with the County Clerk of the County in a timely manner to effect such abatement.

Section 4. The taxes heretofore levied by the City Council to pay annual rental under the Amended and Restated Lease may be abated by the City prior to the extension thereof, in the amount of any funds paid to the Commission as advance rent pursuant to the Revised Lease.

Section 5. The City 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 Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended, or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes.

The City also agrees and covenants with the purchasers and holders of the Bonds 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 Bonds and affects the tax-exempt status of the Bonds.

The City Council hereby authorizes the Mayor, the City Clerk and the City Treasurer (the "*Treasurer*") to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the City Council and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the City and the City Council 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 Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and

supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 6. The City does hereby consent to the preparation and use of a Preliminary Official Statement and final Official Statement in connection with the sale of the Bonds. The Mayor is hereby authorized and empowered, if requested by the underwriter for the Bonds, to execute and deliver the final Official Statement in the name and on behalf of the City; and that from and after the execution and delivery of the final Official Statement, the officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Official Statement as executed.

Section 7. On February 16, 2016, the City Council adopted a record-keeping policy (the "*Policy*") in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the City, the interest on which is excludable from "gross income" for federal income tax purposes (such as the Revised Lease) or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The City Council and the City hereby reaffirm the Policy.

Section 8. The Mayor is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking (the "*Continuing Disclosure Undertaking*") in connection with the issuance of the Bonds, with such provisions therein as he shall approve, his execution thereof to constitute conclusive evidence of his approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers,

employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 9. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 10. All ordinances or resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted September 20, 2016.

Mayor

City Clerk

EXHIBIT A
AMENDMENT

Alderman _____ moved and Alderman _____
seconded the motion that said ordinance as presented be adopted.

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

Upon the roll being called, the following Aldermen voted AYE: _____

NAY: _____

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved
and signed the same in open meeting and directed the City Clerk to record the same in the
records of the City Council of the City of Danville, Vermilion County, Illinois, which was done.

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

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

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF VERMILION)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting City Clerk of the City of Danville, Vermilion County, Illinois (the “City”), and as such officer I am the custodian of the records and files of the offices of the City in my care and custody, particularly the records of the City Council of the City (the “City Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 20th day of September, 2016, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE approving an Amendment to the Amended and Restated Lease Agreement between the Danville Public Building Commission, Vermilion County, Illinois, as lessor, and The County of Vermilion, Illinois, and the City of Danville, Vermilion County, Illinois, as lessees, and providing for the levy and collection of a direct annual tax sufficient to pay the rent payable by the City under such Lease Agreement.

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

I do further certify that the deliberations of the City Council on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 96 hours in advance of the holding of said meeting; that said agenda contained a separate, specific reference to said ordinance; a copy of said agenda being attached hereto as *Exhibit A*; that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting; that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Illinois Municipal Code of the State of Illinois, as amended, and the Public Building Commission Act of the State of Illinois, as amended, and that the Board has complied with all of the applicable provisions of said Acts, and said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this 20th day of September, 2016.

[SEAL]

City Clerk

AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

Between the Danville Public Building Commission,
Vermilion County, Illinois, as lessor

and

The County of Vermilion, Illinois, and the
City of Danville, Vermilion County, Illinois, as lessees

AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT dated _____, 20__ (the "*Amendment*"), between the DANVILLE PUBLIC BUILDING COMMISSION, VERMILION COUNTY, ILLINOIS, a municipal corporation of the State of Illinois (the "*Commission*"), as Lessor, and THE COUNTY OF VERMILION, ILLINOIS, a municipal corporation of the State of Illinois (the "*County*"), as Lessee,

WITNESSETH:

WHEREAS, the Commission, as Lessor, and the County and the City of Danville, Vermilion County, Illinois, as Lessees, have heretofore entered into an Amended and Restated Lease Agreement, made as of February 29, 2016 (the "*Original Lease*" and, together with the Amendment, the "*Revised Lease*"), pursuant to which the Commission leases to the County and the City the Facilities (as described and defined in the Original Lease); and

WHEREAS, the Commission has heretofore issued its public building revenue bonds (the "*Prior Bonds*") to acquire, construct, expand, improve, alter, equip, repair, maintain, operate and secure the Facilities on the site previously approved by the County Board of the County, the City Council of the City, and the Board of Commissioners of the Commission (the "*PBC Board*"), which site is described in *Exhibit I* to the Original Lease (the "*Site*"); and

WHEREAS, the Commission, the County and the City desire to amend the Original Lease to take into account the issuance by the Commission of additional bonds to refund certain of the Prior Bonds; and

WHEREAS, in order to provide the necessary revenues for the payment of said additional bonds, for the payment of bonds of the Commission heretofore issued or hereafter issued for the improvement of the Facilities, for all interest that may accrue on said bonds and for the costs of operations, maintenance and administration, as provided in the Original Lease, it is necessary for

the parties hereto to enter into this Amendment, amending the Original Lease as hereinafter set forth:

NOW, THEREFORE, in consideration of the rents reserved hereunder and the promises, and the covenants herein made by each of the parties hereto, and for other good and valuable consideration, it is covenanted and agreed by the said parties hereto as follows:

SECTION I. RENTAL PAYMENTS

Paragraph B of Section II of the Original Lease is amended to read as follows:

B. The County covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL PER ORIGINAL LEASE	RENTAL ADJUSTMENT PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	\$ 481,511	\$	\$
2017	8,281,187		
2018	8,512,493		
2019	8,755,114		
2020	9,011,582		
2021	9,404,254		
2022	9,668,030		
2023	9,943,940		
2024	10,222,318		
2025	10,513,182		
2026	10,811,674		
2027	10,882,004		
2028	11,199,611		
2029	11,524,686		
2030	11,859,088		
2031	12,203,109		
2032	12,557,053		
2033	12,925,904		
2034	12,961,110		
2035	12,961,110		
2036	12,961,110		

Paragraph C of Section II of the Original Lease is amended to read as follows:

C. The City covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL PER ORIGINAL LEASE	RENTAL	
		ADJUSTMENT PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	\$177,442	\$	\$
2017	168,425		
2018	170,735		
2019	167,731		
2020	169,290		
2021	46,176		
2022	46,204		
2023	46,232		
2024	46,261		
2025	46,290		
2026	46,319		
2027	147,884		
2028	148,703		
2029	148,705		
2030	148,533		
2031	148,188		
2032	147,669		
2033	148,888		
2034	147,449		
2035	148,683		
2036	148,296		

Paragraph J of Section II of the Original Lease is amended to read as follows:

J. Notwithstanding anything contained herein to the contrary, the County and the City each agree to joint and several liability for the aggregate total of the annual rental payments required of the County and the City up to the amounts per year as follows:

YEAR	RENTAL PER ORIGINAL LEASE	RENTAL ADJUSTMENT PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	\$650,669	\$	\$
2017	615,776		
2018	614,464		
2019	612,106		
2020	623,436		
2021	633,753		
2022	633,149		
2023	636,749		
2024	634,649		
2025	636,621		
2026	637,556		
2027	502,938		
2028	505,656		
2029	505,556		
2030	504,856		
2031	503,556		
2032	501,656		
2033	505,744		
2034	500,669		
2035	504,806		
2036	503,353		

SECTION II. MISCELLANEOUS

A. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

B. This Amendment has been executed in several counterparts, any of which shall be considered as an original.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Danville Public Building Commission, Vermilion County, Illinois, by authorizing of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Amended and Restated Lease to be signed in its name by the Chairman of said Board and attested by the Secretary of said Board; The County of Vermilion, Illinois, by authority of its County Board, has caused its corporate seal to be affixed hereto and this Amended and Restated Lease to be signed in its name by the Chairman of the County Board of said County and to be attested by the Clerk of said County; and the City of Danville, Vermilion County, Illinois, by authority of its City Council has caused its corporate seal to be affixed hereto and this Amended and Restated Lease to be signed in its name by the Mayor of said City and attested by the Clerk of said City, as of the day and year first written.

PUBLIC BUILDING COMMISSION OF
VERMILION COUNTY,
VERMILION COUNTY, ILLINOIS

ATTEST:

Secretary, Board of Commissioners

By: Chairman, Board of Commissioners

(AFFIX CORPORATE SEAL)

THE COUNTY OF VERMILION, ILLINOIS

ATTEST:

County Clerk

By: Chairman, County Board

(AFFIX CORPORATE SEAL)

CITY OF DANVILLE, VERMILION COUNTY,
ILLINOIS

ATTEST:

City Clerk

By: Mayor

(AFFIX CORPORATE SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF VERMILION)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that _____ and _____, personally known to me to be respectively the Chairman of the Board of Commissioners of the Danville Public Building Commission, Vermilion County, Illinois, and the Secretary of said Board, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the Board of Commissioners of the Danville Public Building Commission, Vermilion County, Illinois, and the Secretary of said Board, they signed and delivered the said instrument and caused the seal of the Danville Public Building Commission, Vermilion County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Danville Public Building Commission, Vermilion County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Danville Public Building Commission, Vermilion County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 20__.

Illinois Notary Public

(NOTARIAL SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF VERMILION)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that _____ and _____, personally known to me to be respectively the Chairman of the County Board of The County of Vermilion, Illinois, and the Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of The County of Vermilion, Illinois, and as County Clerk of said County, they signed and delivered the said instrument and caused the seal of The County of Vermilion, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The County of Vermilion, Illinois, pursuant to the authority and direction of the County Board of The County of Vermilion, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 20__.

Illinois Notary Public

(NOTARIAL SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF VERMILION)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that _____ and _____, personally known to me to be respectively the Chairman of the Board of Commissioners of the Danville Public Building Commission, Vermilion County, Illinois, and the Secretary of said Board, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the Board of Commissioners of the Danville Public Building Commission, Vermilion County, Illinois, and the Secretary of said Board, they signed and delivered the said instrument and caused the seal of the Danville Public Building Commission, Vermilion County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Danville Public Building Commission, Vermilion County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Danville Public Building Commission, Vermilion County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 20__.

Illinois Notary Public

(NOTARIAL SEAL)

RESOLUTION NO. _____

A RESOLUTION FUNDING THE DANVILLE HIGH SCHOOL SHARED USE PATH PROJECT PHASE I

WHEREAS, the City of Danville has obtained Federal STU funds, State of Illinois ITEP and TARP funds to improve portions of Fairchild and Jackson Streets; and

WHEREAS, it is necessary to enter into an agreement with the Illinois Department of Transportation to access the funds; and

WHEREAS, State Statute allows all roads without bridge postings to be used by trucks weighting up to 80,000 pounds; and

WHEREAS, the City of Danville has designed Fairchild Street for 80,000 pound trucks; and

WHEREAS, it is necessary to designate Fairchild Street as a Class II truck route in order to access the TARP funds to be used for additional pavement thickness necessary to construct an 80,000 pound Class II street as defined by the Illinois Vehicle Code; and

WHEREAS, Section 74.110(F)(4) of the City of Danville Code of Ordinances allows the city to designate streets within their jurisdiction as Class II streets.

WHEREAS, it is necessary to appropriate Motor Fuel Tax funds to pay for the City's share of the project.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Danville, Illinois that:

1. The attached resolution designating portions of Fairchild Street as a Class II truck route is hereby approved.
2. The attached resolution appropriating Motor Fuel Tax funds necessary for the construction of the Danville High School Shared Use Path improvement is hereby approved.
3. The attached agreement between the City of Danville and the State of Illinois is hereby approved.
4. The Mayor and City Clerk are hereby authorized and directed to execute and deliver said resolutions and agreement on behalf of the City of Danville.
5. This work will be paid from MFT Section 12-00348-00-BT, line item number 103-6348E-12.

PASSED THIS 20th DAY OF SEPTEMBER, 2016

AYES _____ NAYS _____ ABSENT _____

APPROVED:

BY: _____
MAYOR

ATTEST:

BY: _____
CITY CLERK

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency City of Danville	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 12-00348-00-BT	Fund Type ITEP,STU	ITEP, SRTS, or HSIP Number(s) 520005		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-337-13	TE-00D5(106)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name East Fairchild Street & North Jackson Street Route FAU 7002 & FAU 7041 Length 0.53 Mi
Termini North Jackson Street to Section Street & Penn Street to East Fairchild Street

Current Jurisdiction City of Danville TIP Number DA 17-01 Existing Structure No _____

Project Description

Construct shared use path, roadway reconstruction and resurfacing along project limits

Division of Cost

Type of Work	ITEP	%	%	LPA	%	Total
Participating Construction	(*)	(BAL)
Non-Participating Construction	()	()	()
Preliminary Engineering	()	()	()
Construction Engineering	()	()	()
Right of Way	()	()	()
Railroads	()	()	()
Utilities	()	()	()
Materials	()	()	()
TOTAL	\$ _____		\$ _____	\$ _____		\$ _____

See Addendum 1 Division of Costs

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
METHOD C---LPA's Share Balance _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution Number 3 Division of Costs

(Insert Addendum numbers and titles as applicable)

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Scott Eisenhauer

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature) _____ Date _____

The above signature certifies the agency's TIN number is 37-6002207 conducting business as a Governmental Entity.

DUNS Number 71437580

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary Date _____

By: Aaron A. Weatherholt, Deputy Director of Highways Date _____

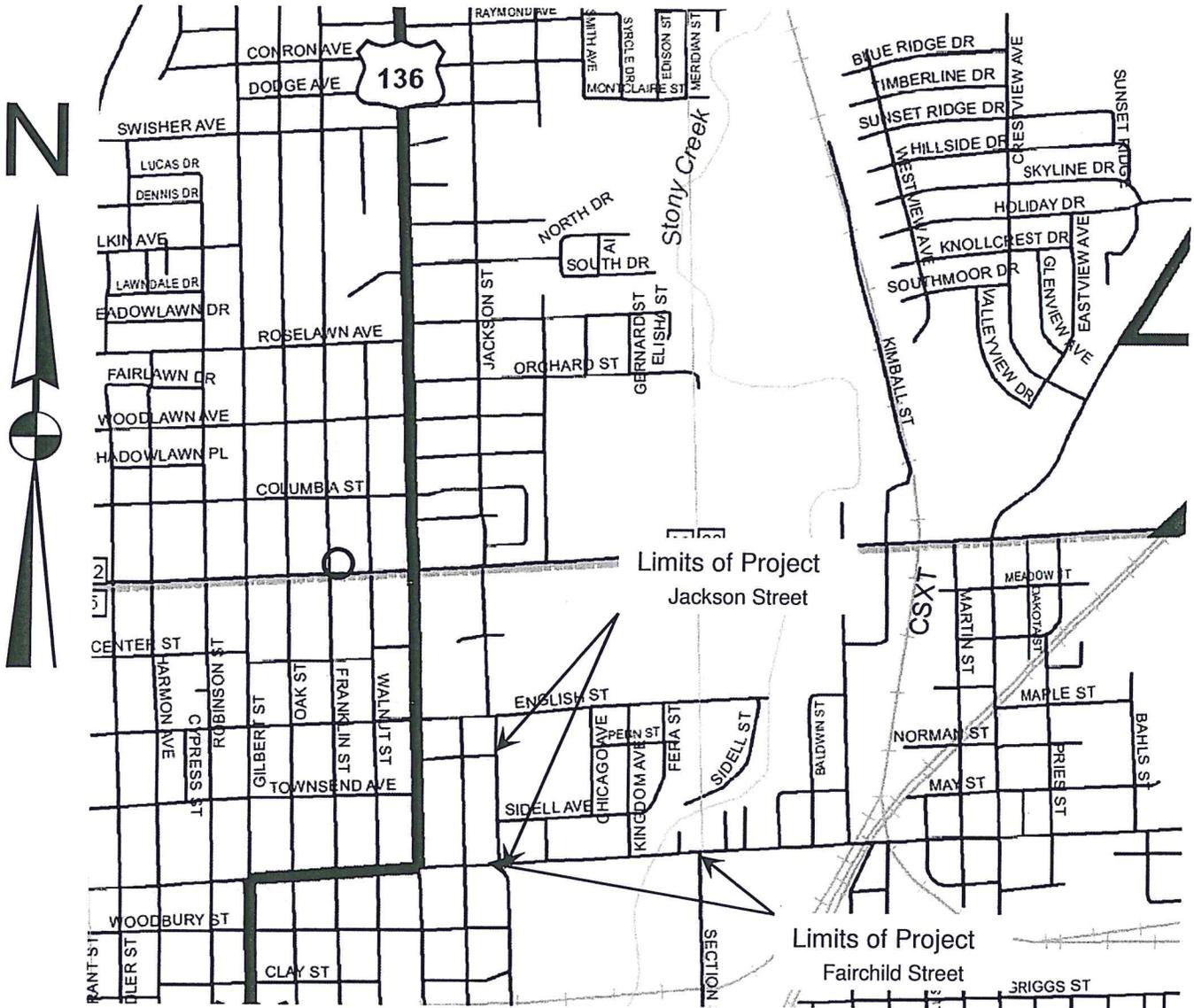
Priscilla A. Tobias, P.E., Director of Program Management Date _____

William M. Barnes, Chief Counsel Date _____

Jeff Heck, Chief Fiscal Officer (CFO) Date _____

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Addenda Number 1



Location Map

Addendum # 3

Division of Costs

Type of Work	ITEP	STU	TARP	LPA	Total
Participating Construction	\$1,293,710 (1)				\$1,618,076
Participating Construction		535,000 (2)	139,000 (3)		674,000
Construction Engineering	\$6,290 (1)			1,634 (4)	7,924
Nonparticipating Engineering					
TOTAL	\$ 1,300,000	535,000	\$ 139,000	\$ 326,000	\$ 2,300,000

1. 80% ITEP funds NTE \$1,300,000 to be used first
2. 80% STU funds NTE \$535,000 to be used second
3. Lump Sum \$139,000 TARP funds NTE 50% of the final cost of the project to be used as match to the federal funds
4. Balance shall be the responsibility of the Local Public Agency



BE IT RESOLVED, by the Council of the City of Danville Illinois that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Rows include Fairchild/Jackson and Jackson/Fairchild.

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of Survey, appraisals, land acquisition, Phase I & II engineering legal, material testing, construction engineering, and construction of a shared use path and associated bridge modifications, fencing, parapet walls, medians, utility adjustments, lighting, and intersection improvements

and shall be constructed various wide and be designated as Section 12-00348-00-BT

2. That there is hereby appropriated the (additional Yes No) sum of Three Hundred Twenty Six Thousand none Dollars (\$326,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract Labor ; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Form fields for Authorized MFT Expenditure, Date, Department of Transportation, and Regional Engineer.

I, Lisa Monson Clerk in and for the City of Danville County of Vermilion, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council at a meeting on September 20, 2016 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of (SEAL) City, Town, or Village Clerk



WHEREAS, the State of Illinois by its General Assembly has enacted the Illinois Vehicle Code; and

WHEREAS, 625 ILCS 5/1-126.1 provides that local authorities may designate Class II or Class III highways within their jurisdiction, and in accordance with 625 ILCS 5/15-111(f), weight limitations shall be designated by appropriate signs placed on such highways; and

WHEREAS, the Local Agency, CITY OF DANVILLE, is desirous of providing a truck route for the purpose of accommodating a load limit of 80,000 pounds:

NOW THEREFORE, BE IT RESOLVED, that the portions of FAIRCHILD STREET beginning at the intersection of N VERMILION ST. and extending to BOWMAN AVE. for 0.98 miles be designated as a:

Class II Truck Route or Class III Truck Route.

Ayes: _____
Nays: _____
Absent: _____

Name _____
Title _____
Signature _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, LISA MONSON, Clerk, in and for the Local Agency and State aforesaid, and keeper of the records and files of said office, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Local Agency, CITY OF DANVILLE at their Adjourned Meeting held on 09/20/16.

IN TESTIMONY WHEREOF, I witness my hand and seal of the Local Agency, CITY OF DANVILLE this _____ day of _____.

(SEAL)

Clerk