

CITY OF LeROY

ILLINOIS

252

ORDINANCE NO. 252
AN ORDINANCE APPROVING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF LEROY,
ILLINOIS, AND THE PROJECT MANAGER OF THE COMMUNITY DEVELOPMENT ACTION PROGRAM
GRANT UNDER AGREEMENT WITH THE STATE OF ILLINOIS, BY ITS DEPARTMENT OF COMMERCE
AND COMMUNITY AFFAIRS, DATED DECEMBER 10, 1984, FOR GRANT OF FUNDS TO BE LOANED
BY CITY OF LEROY TO LEROY AUTO/TRUCK PLAZA ASSOCIATES DEVELOPMENT PROJECT.

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF LeROY

THIS 21st DAY OF October, 19 85.

Published in pamphlet form by authority of the
City Council of the City of LeRoy, McLean County,
Illinois, this 21st day of October,

19 85.

ORDINANCE NO. 252

AN ORDINANCE APPROVING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF LEROY, ILLINOIS, AND THE PROJECT MANAGER OF THE COMMUNITY DEVELOPMENT ACTION PROGRAM GRANT UNDER AGREEMENT WITH THE STATE OF ILLINOIS, BY ITS DEPARTMENT OF COMMERCE AND COMMUNITY AFFAIRS, DATED DECEMBER 10, 1984, FOR GRANT OF FUNDS TO BE LOANED BY CITY OF LEROY TO LEROY AUTO/TRUCK PLAZA ASSOCIATES DEVELOPMENT PROJECT.

Whereas, the City Council of the City of LeRoy, Illinois, has determined that it is necessary to employ a project manager to oversee some aspects of the disbursement of funds under a Community Development Action Program Grant from the State of Illinois to the City of LeRoy, and the disbursement of those funds upon being received by the City of LeRoy to LeRoy Auto/Truck Plaza Associates, under the loan agreement with that organization dated December 10, 1984; and

Whereas, the Department of Commerce and Community Affairs, in administering the Community Development Action Program Grant does require that there be a project manager assigned for the aforesaid purposes;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of LeRoy, Illinois, in lawful meeting assembled as follows:

Section 1. That the contract attached hereto and incorporated herein proposed to be entered into between the City of LeRoy and Mr. Robert Vancil, for services to be rendered by Robert Vancil as a project manager (as the same is defined in the attached agreement), is hereby approved.

Section 2. That the Mayor and City Clerk of the City of LeRoy, Illinois, are hereby directed to execute said contract, both the original and as many copies as may be required, upon the passage and approval of this ordinance.

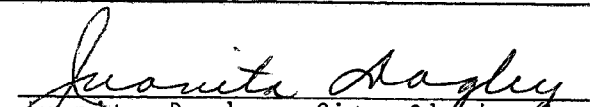
Section 3. That this ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, on this 21st day of October, 1985.

Aldermen elected 6
Aldermen present 6

AYES Patrick Derby, Gary Builta, Michael Hanafin, Michael Hillard, David King

NAYS Jerry Davis


Juanita Dagley, City Clerk of
the City of LeRoy, Illinois

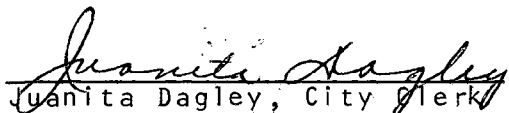
APPROVED by the Mayor of the City of LeRoy, Illinois, this 21st day
of October, 1985.



Jack Moss, Mayor of the City
of LeRoy, Illinois

ATTEST:

(seal)



Juanita Dagley, City Clerk
of the City of LeRoy, Illinois

AGREEMENT FOR EMPLOYMENT OF PROJECT MANAGER

Whereas, the City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, has determined that it is necessary to employ a project manager to oversee some aspects of the disbursement of funds under a Community Development Assistance Program Grant from the State of Illinois to the City of LeRoy, and the disbursement of those funds upon being received by the City of LeRoy to LeRoy Auto/Truck Plaza Associates, under the loan agreement with that organization dated December 10, 1984; and

Whereas, the Department of Commerce and Community Affairs in administering the Community Development Assistance Program Grant does require that there be a project manager assigned for the aforesaid purposes; and

Whereas, Mr. Robert Vancil is desirous of being employed in the capacity of project manager for the aforesaid purposes and project; and

Whereas, Mr. Robert Vancil is already employed by the City of LeRoy as economic development consultant and therefore is presently engaged in similar related activities on behalf of the City of LeRoy, Illinois,

NOW, BE IT AGREED, this 21st day of October, 1985, by the City of LeRoy, McLean County, Illinois, hereinafter referred to as "CITY", and Mr. Robert Vancil, of 100 Mockingbird Lane, LeRoy, Illinois, hereinafter referred to as "VANCIL", as follows:

1. The parties hereto agree that "project manager" as the term is used in this agreement shall be that individual responsible for the management, control and monitoring of grant funds made available to the City of LeRoy, Illinois, by the State of Illinois under the Community Development Assistance Program administered by the Department of Commerce and Community Affairs, and further that the "project manager" for the City of LeRoy shall refer to management and monitoring of the grant funds under the loan program agreed to between the City of LeRoy, Illinois, and LeRoy Auto/Truck Plaza Associates for a commercial development project.

2. VANCIL is hereby retained to act as project manager in regard to the loan made under the Community Development Assistance Program Grant by the State of Illinois, through its Department of Commerce and Community Affairs, to the City of LeRoy, said grant having been made for the purpose of enabling the City of LeRoy to make a loan to LeRoy Auto/Truck Plaza Associates to assist said entity in the renovation of a commercial establishment and the construction of new buildings at said site, all to be used as a truck stop in the City of LeRoy, McLean County, Illinois. VANCIL's duties as said project manager shall be the proper management of the aforesaid grant funds including assistance in establishing

the procedures required for fiscal accountability to the Department of Commerce and Community Affairs of the State of Illinois and including such actions as may be necessary to assure that project funds are expended and accounted for in a proper manner. Further the project manager shall be responsible for assisting the CITY in reviewing and approving modifications and amendments to the grant agreement and loan agreement, shall establish and maintain an adequate record keeping and filing system for all documentation essential to provide evidence that compliance with applicable laws and regulations have been and is being adhered to and program activities are being accomplished in the proper manner. The project manager shall assist in obtaining all environmental clearances that may be necessary from time to time during the period of completion of the development project and to monitor compliance with the environmental procedures, standards, guidelines and other applicable laws pertaining to the aforesaid development project. Further, the project manager shall be primarily responsible for insuring compliance with all federal and state rules and regulations and also to see that all requirements outlined in the aforesaid loan agreement and grant agreement, as well as the scope of work section in the aforesaid agreements between the Department of Commerce and Community Affairs and the City of LeRoy, and between the City of LeRoy and LeRoy Auto/Truck Plaza Associates, are complied with. Further, the project manager shall assist CITY in the implementation of any public works project which may be funded by repayment of the loan by LeRoy Auto/Truck Plaza Associates to CITY. The project manager shall also thoroughly monitor all construction work on the aforesaid development project funded in whole or in part with loan funds passed through to the private firm by the City of LeRoy in order to see that there is full compliance with all federal and state labor standards.

3. VANCIL's duties as said project manager shall include a thorough review from time to time of all documents submitted by LeRoy Auto/Truck Plaza Associates as may be required either by the City of LeRoy under its loan agreement with said business entity, or may be required by the State of Illinois in regard to monitoring of the aforesaid grant. VANCIL shall also, from time to time as may be necessary, maintain account records as required by the Department of Commerce and Community Affairs, and as may be required under Ordinance No. 230 of the City of LeRoy, being an ordinance establishing financial systems procedures in regard to the aforesaid Community Development Assistance Program Grant and related revolving loan fund. Further, VANCIL shall make on-site inspection of the renovation, remodeling and construction progress being made at the LeRoy Auto/Truck Plaza Associates commercial site with a view toward verifying from time to time the proper application of the loan funds made under the aforesaid loan agreement by the City of LeRoy to LeRoy Auto/Truck Plaza Associates, and seeing that all aspects of the requirements of the grant agreement between the City of LeRoy and the State of Illinois, and all aspects of the requirements for the loan agreement between the City of LeRoy and LeRoy Auto/Truck Plaza Associates are monitored for compliance by LeRoy Auto/Truck Plaza Associates.

4. This agreement may be terminated by either party by giving notice to the other of intent to terminate, said termination to occur not earlier than 60 days from the date notice is delivered to the other party. Notices given pursuant to this provision shall be in writing and shall be delivered personally to the other party to this contract, or shall be mailed, postage prepaid, by certified mail, return receipt requested, delivery limited to addressee only, addressed to the other party. CITY's address for this purpose shall be City Clerk, City Hall, 111 East Center Street, LeRoy, Illinois 61752. VANCIL's address for purposes of giving the aforesaid notice shall be 100 Mockingbird Lane, LeRoy, Illinois 61752, or such other address as he may hereafter designate to CITY in writing delivered in the same manner as set forth herein for notice of termination of the contract.

5. Administrative regulations established by the Department of Commerce and Community Affairs or any other agency of the government of the State of Illinois, when applicable to Community Development Assistance Program Grants, and in particular to the grant made to the City of LeRoy, as well as all publications containing guidelines and policy interpretations formulated by the Department of Commerce and Community Affairs (including the "Grants Management Handbook" revised January, 1985, and any amendments or revisions), issued by the same and made applicable to Community Development Assistance Program Grants such as that given to the City of LeRoy shall also be followed by the project manager to the fullest extent possible.

6. If the City of LeRoy completes the establishment of a revolving loan fund in connection with the grant agreement as previously set forth herein, said revolving loan fund establishment being a requirement to fully comply with said grant agreement, unless the funds as repaid by LeRoy Auto/Truck Plaza Associates to the CITY are expended for the establishment of the sewer line set forth as part of the conditions of the grant, the project manager shall be required to monitor said revolving loan fund to the extent that payments are made by the LeRoy Auto/Truck Plaza Associates to the CITY and deposited into said fund, however a separate agreement shall be entered into, or this agreement shall be amended, between CITY and VANCIL as to further obligations or requirements of VANCIL relating to the monitoring, disbursement of funds, and other uses and procedures to be utilized in the administration of the revolving loan fund itself.

7. VANCIL shall be compensated in the manner as set forth in Schedule 1 attached hereto and incorporated herein by reference, and, in accordance with the details set forth in the aforesaid Schedule, shall have available those funds, subject to final approval by the City Council, for audit and bond expenses and for bookkeeping and accounting services as provided for in the aforesaid Schedule.

8. This written agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and such party acknowledges that he or it has relied on his or its own judgment in entering into the agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.

9. No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

10. This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Illinois.

11. This agreement shall be binding on and inure to the benefit of the respective parties and their respective heirs, legal representatives, assigns and successors in interest.

Executed at LeRoy, Illinois, on the date first above written, and the same being executed in duplicate.

City of LeRoy, Illinois,
an Illinois municipal corporation,

By: x Jack W. Moss
Jack W. Moss, Mayor of
the City of LeRoy, Illinois

ATTEST:

(seal)

x Juanita Dagley
Juanita Dagley, City Clerk of
the City of LeRoy, Illinois

x Robert Vancil
Robert Vancil

SCHEDULE I

Audit (To be paid annually by the City of LeRoy upon and in connection with annual audit of City financial records.)

Bookkeeping and Accounting Services \$1,200.00 per year (to be approved from time to time by City Council and paid directly to service provider.)

Contract Payments to Project Manager for Contract Services rendered to CITY for monitoring loan to LeRoy Auto/Truck Plaza Associates for compliance and filing of all necessary reports for the State of Illinois - Department of Commerce and Community Affairs \$6,000.00 per year*

* First year's compensation to be paid as follows: \$2,000.00 not later than November 5, 1985; an additional \$2,000.00 to be paid not later than December 5, 1985; the remaining \$2,000.00 to be paid in monthly installments as follows: \$333.34 in January, 1986, \$333.33 in each of the next five succeeding calendar months, each payment due not later than the 10th day of the month. The first year's compensation shall be deemed to be for the period ending June 30, 1986. Annual compensation payable thereafter shall be on a fiscal year basis beginning July 1 and ending June 30 the succeeding calendar year. Annual compensation beginning July 1, 1986, shall be paid monthly in equal installments payable not later than the 10th day of each calendar month. This agreement shall not be construed to mean a contract of employment other than at will (as to either party) subject to the provisions for notice of termination of this contract, nor shall the setting forth of compensation in an amount annually be construed to be an agreement between the parties hereto to provide for employment on a yearly or longer basis. This payment arrangement shall not continue beyond December 31, 1995, and may be sooner terminated by either party as provided for herein, or terminated or extended by further agreement of the parties hereto.

CERTIFICATE

I, JUANITA DAGLEY, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, McLean County, Illinois.

I further certify that on October 21, 19 85, the Corporate Authorities of such municipality passed and approved Ordinance No. 252, entitled:

AN ORDINANCE APPROVING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF LEROY, ILLINOIS, AND THE PROJECT MANAGER OF THE COMMUNITY DEVELOPMENT ACTION PROGRAM GRANT UNDER AGREEMENT WITH THE STATE OF ILLINOIS, BY ITS DEPARTMENT OF COMMERCE AND COMMUNITY AFFAIRS, DATED DECEMBER 10, 1984, FOR GRANT OF FUNDS TO BE LOANED BY CITY OF LEROY TO LEROY AUTO/TRUCK PLAZA ASSOCIATES DEVELOPMENT PROJECT,

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 252, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on October 21, 19 85, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 21st day of October, 19 85.

(seal)

Juanita Dagley
Municipal Clerk

ROBERT VANCIL & ASSOCIATES
ECONOMIC DEVELOPMENT CONSULTANTS

SUITE C
1801 W. HOVEY AVE.
P. O. BOX 406
NORMAL, ILLINOIS 61761

OFF. PH: (309) 452-7357 - RES PH: (309) 663-2588

To: LeRoy City Council

Re. Proposed budget for CEDAP funds

Audit	\$500.00
Bookkeeping	2400.00
Monitering loans for compliance & filing necessary reports	4400.00
Processing new loans	<u>3000.00</u>
	\$10,300.00

Note - This was a proposal by Robert Vancil last December, or made in early January, regarding Supplemental appropriation ordinance to be adopted by the City providing for expenditures of funds for his services & for the work required for audit, bookkeeping & processing of new loans.