



CITY OF AURORA, ILLINOIS

RESOLUTION NO. R20-136
DATE OF PASSAGE July 21, 2020

A Resolution to approve the renewal of the \$10.0 million Line of Credit (LOC) with Fifth Third Bank for one year.

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, The City of Aurora entered into a Line of Credit Agreement with Fifth Third through the approval of resolutions R19-159 and R19-240 attached hereto

WHEREAS, this Line of Credit must be renewed on an annual basis, and;

WHEREAS, the renewal of the this line of credit will provide for the continued funding for economic development projects throughout the City of Aurora

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Illinois, as follows: That the attached amendment to the Line of Credit agreement for \$10.0 million with Fifth Third Bank extending the agreement to July 2021 is approved.

RESOLUTION NO. R20136

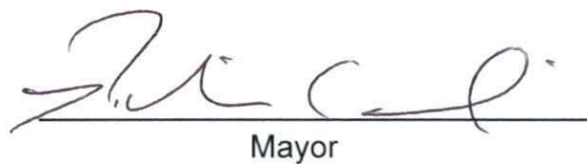
PASSED AND APPROVED ON July 21, 2020

AYES 12 NAYS 0 NOT VOTING 0 ABSENT 0

ALDERMAN	Vote
Alderman Llamas, Ward 1	yes
Alderman Garza, Ward 2	yes
Alderman Mesiacos, Ward 3	yes
Alderman Donnell, Ward 4	yes
Alderman Franco, Ward 5	yes
Alderman Saville, Ward 6	yes
Alderman Hart-Burns, Ward 7	yes
Alderman Smith, Ward 8	yes
Alderman Bugg, Ward 9	yes
Alderman Lofchie, Ward 10	yes
Alderman Jenkins, At Large	yes
Alderman O'Connor, At Large	yes

ATTEST:


City Clerk


Mayor

FIRST AMENDMENT TO LINE OF CREDIT AGREEMENT

This FIRST AMENDMENT TO LINE OF CREDIT AGREEMENT (this "*Amendment*") is dated as of July 22, 2020, between Fifth Third Bank, N.A. (formerly known as Fifth Third Bank), a national banking association (the "*Bank*") and the City of Aurora, Illinois, a municipality and home rule unit of local government, duly organized and existing under the Constitution and laws of the State of Illinois (the "*Borrower*"). All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Agreement (as hereinafter defined).

PRELIMINARY STATEMENTS

WHEREAS, the Borrower and the Bank are parties to that certain Line of Credit Agreement, dated as of July 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "*Agreement*"); and

WHEREAS, the Borrower and the Bank desire to amend the Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. AMENDMENTS.

Subject to the satisfaction of the conditions precedent set forth in Section 2 below, the Agreement shall hereby be amended as follows:

1.1. The "*Maturity Date*" on page 1 of the Agreement shall be amended by deleting "*July 23, 2020*" and inserting "*July 23, 2021*" in lieu thereof.

1.2. The first sentence of Section 2 of the Agreement shall be amended by deleting "*0.80%*" and inserting "*0.90%*" in lieu thereof.

1.3. Section 2 of the Agreement shall be further amended by adding the following prior to the period at the end of the fifth sentence thereof:

"provided, however, if at any time the LIBOR Rate is less than 0.50%, the LIBOR Rate, or any successor thereto, shall be deemed to be 0.50%".

1.4. The first sentence of Section 3(b) shall be amended and restated in its entirety as follows:

"The Borrower agrees to pay the Bank an unused fee from the date of this Agreement to the Termination Date, on the daily amount of the difference between the Amount of Maximum Credit and the aggregate principal amount of all outstanding Loans (i) for the period from July 30, 2019 through and including July 23, 2020 at a rate per annum equal to 0.20% and (ii) for the period from July 24, 2020 and thereafter, at a rate per annum equal to 0.10%."

Classification: Internal Use

SECTION 2. CONDITIONS PRECEDENT.

The effectiveness of this Amendment is subject to the satisfaction of or waiver by the Bank in its sole discretion of all of the following conditions precedent:

2.1. Delivery by the Borrower of an executed counterpart of this Amendment.

2.2. Receipt by the Bank of copies (executed or certified, as may be appropriate) of a resolution of the governing body of the Borrower authorizing the execution and delivery of this Amendment and any other legal documents or proceedings taken in connection with the execution and delivery of this Amendment.

2.3. Such other documents, certificates and opinions as the Bank or the Bank's counsel, Chapman and Cutler LLP, may reasonably request.

SECTION 3. REPRESENTATIONS.

In order to induce the Bank to execute and deliver this Amendment, the Borrower hereby represents to the Bank as follows:

3.1. It is an Illinois municipality and home rule unit of local government, duly organized and existing under the Constitution and laws of the State of Illinois.

3.2. The execution, delivery and performance by the Borrower of this Amendment and the Agreement, as amended hereby, are within its corporate powers, have been duly authorized by all necessary corporate action and do not contravene (a) its charter or by-laws, or (b) any law or any contractual restriction binding on or affecting the Borrower, or result in, or require, the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge, encumbrance or preferential arrangement of any nature upon or with respect to any of the properties now owned or hereafter acquired by the Borrower other than as permitted under the Agreement.

3.3. No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Borrower of this Amendment, or the Agreement, as amended hereby.

3.4. This Amendment and the Agreement, as amended hereby, constitute legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms.

3.5. The representations and warranties of the Borrower set forth in Section 4 of the Agreement are true and correct as of the date of this Amendment (except to the extent the same expressly relate to an earlier date and except that the representations contained in Section 4(f) of the Agreement shall be deemed to refer to the most recent financial statements of the Borrower delivered to the Bank pursuant to Section 5(a) of the Agreement).

3.6. No Default has occurred and is continuing or would result from the execution of this Amendment.

SECTION 4. MISCELLANEOUS.

4.1. Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its original terms. Reference to this specific Amendment need not be made in the Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Agreement, any reference in any of such items to the Agreement being sufficient to refer to the Agreement as amended hereby.

4.2. The Borrower agrees to pay on demand all reasonable costs and expenses of or incurred by the Bank in connection with the negotiation, preparation, execution and delivery of this Amendment, including the reasonable fees and expenses of counsel for the Bank, whether or not this Amendment becomes effective.

4.3. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby.

4.4. This Amendment may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Amendment by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of executed counterparts of this Amendment by telecopy shall be effective as original.


4.5. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to conflict of law principles.

[SIGNATURE PAGE TO FOLLOW]

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated as of the date first above written.

CITY OF AURORA, ILLINOIS

By: 
Name: Richard C. Irvin
Its: Mayor

FIFTH THIRD BANK, N.A.

By: _____
Name: _____
Its: _____

CERTIFICATE OF THE MAYOR AND CITY CLERK OF THE CITY OF AURORA

The undersigned hereby certify they are, respectively, the duly qualified acting Mayor and City Clerk of THE CITY OF AURORA (the "*City*"), and in such roles they are authorized to make the certifications hereinafter set forth.

The undersigned further certify as follows:

1. Attached hereto as Exhibit A is a full, true and complete copy of Resolution No. R20-136 adopted by the City Council at a meeting thereof duly called, convened and held on July 21, 2020 (the "*Resolution*"), at which meeting a quorum of the City Council was present and voting throughout and voted in favor of the adoption thereof. The Resolution has not been rescinded or modified in any manner and remains in full force and effect on the date hereof. **[Attached hereto as Exhibit B are the minutes with respect to the Resolution signed by the City Clerk.]**

2. The following instrument as executed and delivered by the City:

(a) the First Amendment to Line of Credit Agreement dated as of July 22, 2020 (the "*Amendment*"), between the City and the Fifth Third Bank, N.A. (formerly known as Fifth Third Bank) (the "*Bank*");

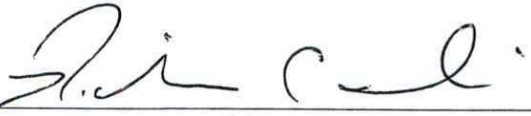
is in the respective form thereof which the Mayor was authorized to execute and deliver for and on behalf of the City.

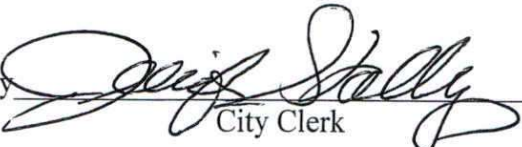
3. The members of the City Council are as of the date hereof, and were as of and immediately prior to July 21, 2020, the duly elected, appointed and acting members of the City Council. The persons named in Exhibit C hereto are as of the date hereof, and were as of and immediately prior to July 21, 2020, the duly appointed or elected, qualified and acting incumbents of the respective offices of the City set out at the left of their respective names, and the signatures set out at the right of their names are the genuine signatures of said officers.

4. The Amendment has been duly authorized, executed and delivered by the City, and assuming the due authorization, execution and delivery of the Amendment by the Bank, is legally binding upon the City and enforceable against the City in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency or other laws relating generally to the enforcement of creditors' rights and except as may be limited by general principles of equity and except that rights to indemnity and contribution may be limited by applicable federal or state securities laws.

WITNESS our respective signatures this 22nd day of July, 2020.

THE CITY OF AURORA

By 
Mayor

By 
City Clerk

[Certificate of the Mayor and City Clerk]

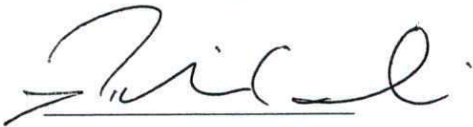
EXHIBIT A

RESOLUTIONS

EXHIBIT B

MINUTES

EXHIBIT C

TITLE	NAME	SIGNATURE
Mayor	Richard C. Irvin	
City Clerk	Jennifer Stallings	