Scott Eisenhauer, Mayor

NOTICE AND AGENDA
DANVILLE CITY COUNCIL

Robert E. Jones Municipal Building
Lower Level – City Council Chambers
17 W. Main Street
Danville, Illinois 61832

Tuesday, May 3, 2016 – 6:00 PM

Public Services
Agenda Items

1. Call to Order – Roll Call

2. Invocation – Rev. James Hopper, Pastor, First Presbyterian Church

3. Pledge of Allegiance

4. Approval of Minutes

5. Approval of Agenda

6. Report from Mayor Eisenhauer
   A. Proclamations
      1. *Municipal Clerks Week*
   B. Board/Committee/Personnel Appointments
      1. Appoint Art Kapella as Hearing Officer for Administrative Adjudication
      2. Reappoint Lisa Monson to Police Pension Board (term May 2018)
   C. Reports of Boards, Agencies, Commissions
   D. Items of Information

7. Petitions, Communications, Audience Comments

8. Zoning Petitions

9. Approval of Payrolls *

10. Approval of Vouchers Payable *

11. Public Works Committee Report
    A. Items of Information

12. Public Services Committee Report
    A. City Clerk's Report
        1. Approval of Licenses

B.	Resolution:	Adopting Housing Task Force Report	9-B*
C.	Ordinance:	Amending Chapter 141 Pertaining to Maintaining Public Nuisance	9-C*
D.	Ordinance:	Amending Chapter 163 Pertaining to Rental Housing Registration (amended)	9-D*
E.	Resolution:	Authorizing DPBC to Purchase Computer Equipment at PSB for the Vermilion County Sheriff's Department	*
F.	Resolution:	Authorizing DPBC to Upgrade Tower Grounding at PSB	*
G.	Resolution:	Authorizing DPBC to Engage Engineering Services for Replacement of Generator and Power Panel at PSB	*
H.	Resolution:	Authorizing DPBC to Upgrade City/County Radio Systems for the Vermilion County Sheriff's Department and Danville Police Department	*
I.	Resolution:	Authorizing DPBC to Upgrade City/County/JDC Mobile Radios for the Vermilion County Sheriff's Department and Danville Police Department	*
J.	Resolution:	Authorizing Budget Amendment in Finance Division (011)	11-A*
K.	Resolution:	Authorizing Budget Amendment in Public Affairs Division (013)	11-B*
L.	Resolution:	Authorizing Budget Amendment in Streets Division (031)	11-C*
M.	Resolution:	Authorizing Budget Amendment in Municipal Pool (052) (amended)	11-D*
N.	Resolution:	Authorizing Budget Amendment in Infrastructure Development (107)	11-E*
O.	Resolution:	Authorizing Budget Amendment in Capital Improvements (302)	11-F*
P.	Resolution:	Authorizing Budget Amendment for Harrison Park (401)	11-G*
Q.	Resolution:	Authorizing Budget Amendment in David S. Palmer Arena (604)	11-H*
R.	Resolution:	Authorizing End of Year Loan to Danville Area Transportation Study (116)	*
S.	Resolution:	Authorizing End of Year Loan to Harrison Park (401)	*
T.	Resolution:	Amending Resolution #2016-39 Changing Vendor, Purchase Order Amount and Waiving Bid Process	*
U.	Resolution:	Authorizing Mayor to File Eminent Domain Lawsuit (1014 N. Jackson Street)	*
V.	Resolution:	Authorizing Mayor to File Eminent Domain Lawsuit (1017 N. Jackson Street)	*
W.	Resolution:	Authorizing Application to the National Recreation and Park Association Great Urban Parks Campaign Grant	*
X.	Resolution:	Approving Letter of Commitment and Agreement with IHDA and Habitat for Humanity for Blight Reduction Funding	9-A*
Y.	Ordinance:	Authorizing Acceptance of 202 Wisconsin	10-C*

    Z. Items of Information

13. Items of Information

14. Closed Session

15. Appoint Daniel Duncheon to City Council as Ward 2 Alderman (term May 2017)

16. Adjournment

(* paperwork included)

PAYROLL REPORT
BI-WEEKLY & WEEKLY PAY

FOR PERIOD ENDING:	04/26/2016	CHECK DATE	04/29/2016		
	REGULAR		OVERTIME		TOTAL
DEPARTMENT	PAY		PAY		PAY
FINANCE	8,035.16		-		8,035.16
CENTRAL VEHICLE MAINTENANCE	3,786.30		37.00		3,823.30
PUBLIC AFFAIRS	4,463.31		-		4,463.31
ENVIRONMENTAL CODE ENFORCEMENT	7,690.16		-		7,690.16
CITY TREASURER	1,673.08		-		1,673.08
LEGAL SERVICES	8,339.96		-		8,339.96
CITY CLERK	3,257.72		-		3,257.72
PERSONNEL & HUMAN RELAT.	5,803.62		-		5,803.62
INFORMATION SYSTEMS	3,118.85		-		3,118.85
POLICE DEPARTMENT	186,192.27		14,731.35		200,923.62
FIRE DEPARTMENT	116,345.52		35,208.45		151,553.97
STREETS DEPARTMENT	18,852.12		583.17		19,435.29
PARKS & PUBLIC PROPERTY	14,296.44		40.39		14,336.83
DOWNTOWN SERVICES	3,290.52		-		3,290.52
COMM. DEVEL. BLOCK GRANT	3,312.75		-		3,312.75
URBAN SERVICES	20,138.86		128.55		20,267.41
MASS TRANSIT	25,442.84		2,170.99		27,613.83
DATS	3,702.90		-		3,702.90
HARRISON PARK	3,624.15		138.60		3,762.75
SANITARY SEWER	20,453.17		769.14		21,222.31
SOLID WASTE	20,543.26		85.40		20,628.66
TOTAL	**482,362.96**		**53,893.04**		**536,256.00**
BREAKDOWN OF POLICE OT:					
REGULAR OVERTIME (02)	13,382.82				
COURT-TIME (03)	969.33			**TOTAL**	**536,256.00**
CONTRACT OVERTIME (05)	379.20				
TOTAL	***14,731.35***				
BREAKDOWN OF FIRE OT:					
RECALL MANNING	32,735.22				
RECALL FIRE	-				
RECALL MANNING BF	1,734.47				
RECALL TECHNICAL TRAINING CLASS	550.28				
RECALL OTHER	-				
AROT	188.48				
TOTAL	***35,208.45***				
BREAKDOWN OF PARKS OT;					
REGULAR OVERTIME	246.21				
Maintenance of Buildings	-				
TOTAL	***246.21***				
TOTAL POLICE, POLICE/ARRA, FIRE, PARKS OT	***50,186.01***				

PAYROLL REPORT					
WEEKLY					
FOR PERIOD ENDING:	04/19/2016	*CHECK DATE*	04/22/2016		
	REGULAR		OVERTIME		TOTAL
DEPARTMENT	PAY		PAY		PAY
CENTRAL VEHICLE MAINTENANCE	2,777.13		-		2,777.13
ENVIRONMENTAL CODE ENFORCEMENT	1,273.50		-		1,273.50
POLICE DEPARTMENT	1,083.47		-		1,083.47
STREETS DEPARTMENT	13,865.90		383.92		14,249.82
PARKS & PUBLIC PROPERTY	7,728.29		117.82		7,846.11
MUNICIPAL POOL	-		-		-
DOWNTOWN SERVICES	80.75		-		80.75
MASS TRANSIT	15,709.05		1,512.86		17,221.91
HARRISON PARK	1,435.90		2.78		1,438.68
SANITARY SEWER	8,786.83		430.26		9,217.09
SOLID WASTE	13,763.74		73.05		13,836.79
TOTAL	**66,504.56**		**2,520.69**		**69,025.25**
BREAKDOWN OF PARKS OT:					
REGULAR OVERTIME - 51002	117.82				
Maintenance of Buildings - 52011	-			**TOTAL**	**69,025.25**
TOTAL PARKS OT	117.82				

10

City of Danville

DANVILLE, ILLINOIS

SCHEDULE OF VOUCHERS PAYABLE

SUMMARY *May 3, 2016*

DISTRIBUTIONS

General Fund (001)		$615,022.19
Finance (011)	$8.21	
Central Vehice Maint. (012)	$6.65	
Public Affairs (013)	$3.80	
Environmental Code (014)	$6.65	
Gen. City Gov. (015)	$612,289.05	
City Treasurer (016)	$1.90	
Legal Services (017)	$2,403.68	
City Clerk (018)	$3.80	
Personnel and Human Rel. (019)	$4.75	
Information Technology (020	$1.90	
Police (021)	$139.59	
Fire (022)	$85.17	
Streets (031)	$31.98	
Parks & Public Prop. (051)	$16.06	
Parking & Central Services (053)	$3.80	
Engineering & Urban Ser. (060)	$15.20	
Community Development Block Grant (106)		2,455.61
Danville Mass Transit (113)		$29,498.83
Danville Area Transportation Study (116)		$1,638.03
Harrison Park Golf Course (401)		$6,024.17
Sewer (402)		$43,160.17
Solid Waste Management (405)		$50,082.82
Health Insurance (501)		$18,390.80
David S. Palmer Arena (604)		$36,833.33
Total		**$803,105.95**

COMPTROLLER DATE MAYOR DATE

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR MAY 3, 2016

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-011-00-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	8.21
001-012-00-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	6.65
001-013-00-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	3.80
001-014-00-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	6.65
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	STAPLES FOR 1ST FLOOR COPIER	04/28/2016	102578	103.68
001-015-00-54023 - General Liability Insurance	593 - IML RISK MGMT. ASSOC.	2ND INSTALLMENT PAYMENT FOR W/C & LIABILITY INS FR	04/28/2016	102580	612,185.37
001-016-00-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	1.90
001-017-00-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	7.60
001-018-00-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	3.80
001-019-00-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	4.75
001-020-00-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	1.90
001-021-00-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	139.59
001-022-00-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	85.17
001-031-00-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	31.98
001-051-00-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	16.06
001-053-00-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	3.80
001-060-00-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	15.20
001-22090 - Due to Dental	5422 - MET LIFE	MAY 2016 RETIREE & COBRA DENTAL PREMIUMS	05/01/2016	102581	1,959.82
001-22094 - Due to Vision	4598 - VISION SERVICE PLAN - IL	MAY 2016 MONTHLY RETIREE & COBRA PREMIUM & ADJ F	05/02/2016	102582	436.26
106-106-16-51007 - Worker's Compensation	593 - IML RISK MGMT. ASSOC.	2ND INSTALLMENT PAYMENT FOR W/C & LIABILITY INS FR	04/28/2016	102580	823.33
106-106-16-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	3.67
106-106-16-54023 - General Liability Insurance	593 - IML RISK MGMT. ASSOC.	2ND INSTALLMENT PAYMENT FOR W/C & LIABILITY INS FR	04/28/2016	102580	1,628.61
113-113-16-51007 - Worker's Compensation	593 - IML RISK MGMT. ASSOC.	2ND INSTALLMENT PAYMENT FOR W/C & LIABILITY INS FR	04/28/2016	102580	22,023.88
113-113-16-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	53.30
113-113-16-54023 - General Liability Insurance	593 - IML RISK MGMT. ASSOC.	2ND INSTALLMENT PAYMENT FOR W/C & LIABILITY INS FR	04/28/2016	102580	7,421.65
116-116-16-51007 - Worker's Compensation	593 - IML RISK MGMT. ASSOC.	2ND INSTALLMENT PAYMENT FOR W/C & LIABILITY INS FR	04/28/2016	102580	366.02
116-116-16-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	3.52
116-116-16-54023 - General Liability Insurance	593 - IML RISK MGMT. ASSOC.	2ND INSTALLMENT PAYMENT FOR W/C & LIABILITY INS FR	04/28/2016	102580	1,268.49
401-401-00-51007 - Worker's Compensation	593 - IML RISK MGMT. ASSOC.	2ND INSTALLMENT PAYMENT FOR W/C & LIABILITY INS FR	04/28/2016	102580	3,369.66
401-401-00-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	2.28
401-401-00-54023 - General Liability Insurance	593 - IML RISK MGMT. ASSOC.	2ND INSTALLMENT PAYMENT FOR W/C & LIABILITY INS FR	04/28/2016	102580	2,652.23
402-402-00-51007 - Worker's Compensation	593 - IML RISK MGMT. ASSOC.	2ND INSTALLMENT PAYMENT FOR W/C & LIABILITY INS FR	04/28/2016	102580	28,925.32

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR MAY 3, 2016

402-402-00-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	25.48
402-402-00-54023 - General Liability Insurance	593 - IML RISK MGMT. ASSOC.	2ND INSTALLMENT PAYMENT FOR W/C & LIABILITY INS FR	04/28/2016	102580	14,209.37
405-405-00-51007 - Worker's Compensation	593 - IML RISK MGMT. ASSOC.	2ND INSTALLMENT PAYMENT FOR W/C & LIABILITY INS FR	04/28/2016	102580	34,736.13
405-405-00-51008 - Group Insurance	5422 - MET LIFE	GROUP AD&D LIFE INSURANCE PREMIUM FOR MAY 2016	05/01/2016	102581	31.25
405-405-00-54023 - General Liability Insurance	593 - IML RISK MGMT. ASSOC.	2ND INSTALLMENT PAYMENT FOR W/C & LIABILITY INS FR	04/28/2016	102580	15,315.44
501-501-00-54058 - Health Alliance 65+	514 - HEALTH ALLIANCE MEDICAL PLANS	HEALTH INS PREMIUM FOR 5/1-31/16	04/28/2016	102579	18,165.80
501-501-00-54111 - Duty Disability Premium	514 - HEALTH ALLIANCE MEDICAL PLANS	HEALTH INS PREMIUM FOR 5/1-31/16	04/28/2016	102579	225.00
604-604-00-54002 - Civic Center- Liquor/Hot	292 - DANVILLE AREA CONVENTION AND VISITOR'S BUREAU	HOTEL/MOTEL TAX FOR APRIL 2016	05/01/2016	102576	3,000.00
604-604-00-54002 - Civic Center- Liquor/Hot	870 - DAVID S PALMER ARENA	HOTEL/MOTEL TAX FOR APRIL 2016	04/28/2016	102577	22,833.33
604-604-00-54099 - Other Expenditures	870 - DAVID S PALMER ARENA	HOTEL/MOTEL TAX FOR APRIL 2016	04/28/2016	102577	11,000.00
Grand Total					803,105.95

City of Danville

DANVILLE, ILLINOIS

SCHEDULE OF VOUCHERS PAYABLE

SUMMARY *April 29, 2016*

DISTRIBUTIONS

General Fund (001)		$40,317.28
Central Vehice Maint. (012)	$4,712.14	
Environmental Code (014)	$12,934.38	
Gen. City Gov. (015)	$1,750.65	
Legal Services (017)	$706.90	
City Clerk (018)	$132.00	
Information Technology (020	$1,916.95	
Police (021)	$4,120.01	
Fire (022)	$4,028.21	
Streets (031)	$3,945.03	
Parks & Public Prop. (051)	$5,393.39	
Pool (052)	$92.94	
Central Services (053)	$379.62	
Engineering & Urban Ser. (060)	$205.06	
Danville Mass Transit (113)		$19,468.11
Capital Improvements (302)		$5,534.67
Harrison Park Golf Course (401)		$9,562.89
Sewer (402)		$36,865.34
Solid Waste Management (405)		$3,480.52
Total		**$115,228.81**

COMPTROLLER DATE MAYOR DATE

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR APRIL 29, 2016

GL Account	Vendor	Invoice Description	Invoice Date	eck Numl	ransaction Amoun
001-012-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	Uniforms	04/18/2016	102507	43.73
001-012-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	Uniforms	04/25/2016	102507	43.73
001-012-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	Tire Repair	04/19/2016	102575	35.00
001-012-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	Tire Repair	04/20/2016	102575	21.82
001-012-00-52015 - Maintenance of Vehicles	1193 - RAHN EQUIPMENT COMPANY	Parts for Unit #65	04/21/2016	102553	350.00
001-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	Service Call JD310 Backhoe	04/25/2016	102575	105.00
001-012-00-52016 - Maintenance of Other Equipment	2465 - DANVILLE RUBBER GROUP	Hydraulic Cylinder Rebuild JD270	04/19/2016	102523	1,944.25
001-012-00-53015 - Materials to Maintain Vehicles	1193 - RAHN EQUIPMENT COMPANY	Parts for CVM Service Truck	04/04/2016	102553	984.65
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Parts for Unit #26	04/19/2016	102546	20.90
001-012-00-53015 - Materials to Maintain Vehicles	2927 - GLOBAL EMERGENCY PRODUCTS	Parts for FD E4	04/19/2016	102534	305.96
001-012-00-53016 - Materials to Maint other Equipment	103 - BIG R	Supplies for Toro	04/21/2016	102510	69.98
001-012-00-53016 - Materials to Maint other Equipment	1151 - WATSON GENERAL TIRE INC	Tires for Jake9016 Mower	04/27/2016	102575	103.99
001-012-00-53016 - Materials to Maint other Equipment	1278 - ALTORFER INC	Credit for Fee	04/22/2016	102502	(15.00)
001-012-00-53016 - Materials to Maint other Equipment	1278 - ALTORFER INC	Parts for Skidsteer	04/22/2016	102502	278.39
001-012-00-53016 - Materials to Maint other Equipment	76 - B & D SALES AND SERVICE	Parts for Mowers	04/22/2016	102509	29.38
001-012-00-53016 - Materials to Maint other Equipment	76 - B & D SALES AND SERVICE	Parts for Toro	04/26/2016	102509	124.80
001-012-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at 1155 E Voorhees - Partial through 4/19/16	04/21/2016	102536	134.76
001-012-00-53099 - Other Commodities	340 - DEPKE WELDING SUPPLIES INC	Cylinder Rental for Shop	04/15/2016	102527	130.80
001-014-00-53017 - Small Tools & Equipment	911 - JOHNSON TRAILER SALES	14K Dump trailer	04/26/2016	102539	12,756.00
001-014-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at 1155 E Voorhees - Partial through 4/19/16	04/21/2016	102536	178.38
001-015-00-52002 - Printing and Binding	29 - AMERICAN LEGAL PUBLISHING COMPANY	DANVILLE CODE OF ORDINANCES SUPPLEMENT PAGE	03/16/2016	102503	1,105.00
001-015-00-52043 - Postage	4286 - ANDIE BAUM	Reimb for Supplies and Mailing	04/27/2016	102504	19.90
001-015-00-52043 - Postage	5877 - NEOPOST	Postage Charges	04/17/2016	102549	487.00
001-015-00-52099 - Other Contractual Services	4306 - DATA MANAGEMENT SHREDDING	ON SITE SHREDDING SERVICE - PW	04/06/2016	102525	138.75
001-017-00-52020 - Administrative Adjudicary	5716 - ANDREW MUDD KESLER NELSON GARMAN BROU	MUNICIPAL COURT HEARING OFFICER FOR MARCH/AP	04/14/2016	102505	265.00
001-017-00-52023 - Legal Services	4332 - BOLEN, ROBINSON AND ELLIS LLP.	FOR SERVICES RENDERED - BRESEE TOWER	04/12/2016	102511	136.50
001-017-00-52039 - Property Report & Lien	1128 - VERMILION COUNTY TITLE INC	SEARCH AND EXAM - 932 N GILBERT, DANVILLE	04/13/2016	102574	100.00
001-017-00-52039 - Property Report & Lien	344 - MICHELLE DICK	Reimb Lein Filing Fee for Demo Projects	04/21/2016	102544	39.00
001-017-00-52039 - Property Report & Lien	5315 - STEPHANIE WILSON, TREASURER EMPLOYEE	PETTY CASH REIM FOR RECORDING FEE - JUDITH CRIS	04/26/2016	102565	39.00
001-017-00-52051 - Travel, Training and Ex	1161 - DAVID WESNER	MILEAGE REIM FOR SEMINAR IN BLOOMINGTON 4/22/16	04/26/2016	102526	86.40
001-017-00-52101 - Service of Summons	196 - CHAMPAIGN COUNTY SHERIFFS DEPARTMENT ATT	SERVICE OF SUMMONS: 2002 MORELAND BLVD., #107 (	04/25/2016	102515	41.00
001-018-00-52002 - Printing and Binding	400 - FAULSTICH PRINTING COMPANY	LICENSE STICKERS FOR CITY CLERK	03/31/2016	102530	132.00
001-020-00-52041 - Telephone	5487 - COMCAST BUSINESS	COMCAST BUSINESS - INTERNET SERVICE	04/15/2016	102517	1,916.95
001-021-00-51001 - Salaries	643 - SCOTT W TALBOTT	Payment for Services Rendered	04/28/2016	102560	416.50
001-021-00-52041 - Telephone	42 - AT&T	Phone Line	04/16/2016	102508	123.18
001-021-00-52041 - Telephone	5487 - COMCAST BUSINESS	COMCAST BUSINESS - INTERNET SERVICE	04/15/2016	102517	441.22

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR APRIL 29, 2016

001-021-00-52099 - Other Contractual Services	2891 - DISH	HD Receivers	04/18/2016	102528	100.99
001-021-00-52099 - Other Contractual Services	481 - MICKEY'S LINEN	Uniforms, Covers, Towels	04/25/2016	102545	25.00
001-021-00-53015 - Materials to Maintain Vehicles	30 - VERMILION CHEVROLET CADILLAC	Parts for Car #102	04/26/2016	102573	598.97
001-021-00-53015 - Materials to Maintain Vehicles	3157 - BUMPER TO BUMPER	Parts for Car #102	04/26/2016	102512	55.76
001-021-00-53025 - Clothing for New Hires	702 - RAY O'HERRON CO INC	Clothing	04/21/2016	102554	1,376.00
001-021-00-53025 - Clothing for New Hires	702 - RAY O'HERRON CO INC	Clothing	04/23/2016	102554	625.00
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	04/25/2016	102554	238.00
001-021-00-53099 - Other Commodities	4286 - ANDIE BAUM	Reimb for Supplies and Mailing	04/27/2016	102504	39.39
001-021-00-54069 - Auxiliary Police Expenses	4249 - NATIONWIDE LIFE INSURANCE CO.	Auxiliary & Volunteer Members - 10 Eligible	04/21/2016	102548	80.00
001-022-00-51015 - Tuition Reimbursement	1539 - CHRIS MCMAHON	Fire & Emergency Service Company Officer	04/25/2016	102516	58.94
001-022-00-52016 - Maintenance of Other Equipment	340 - DEPKE WELDING SUPPLIES INC	Rental	04/25/2016	102527	46.20
001-022-00-52035 - Sanitary Sewer Tax	310 - DANVILLE SANITARY DISTRICT	Sewer Charges for Various City Locations March 2016	04/26/2016	102524	69.69
001-022-00-52041 - Telephone	5487 - COMCAST BUSINESS	COMCAST BUSINESS - INTERNET SERVICE	04/15/2016	102517	1,392.01
001-022-00-52099 - Other Contractual Services	5089 - ISG/INFRASYS	Repair of TIC	04/27/2016	102538	527.50
001-022-00-53016 - Materials to Maint other Equipment	739 - SCBAS INC	Breathing Air Test	04/21/2016	102559	400.00
001-022-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at 1155 E Voorhees - Partial through 4/19/16	04/21/2016	102536	593.68
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	04/22/2016	102554	299.34
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	04/25/2016	102554	576.86
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	04/27/2016	102554	53.99
001-022-00-53026 - Clothing	916 - SHAWN L PASLEY	Reimb for Watch Repair	04/25/2016	102561	10.00
001-031-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	Uniforms	04/25/2016	102507	72.79
001-031-00-52041 - Telephone	42 - AT&T	100 W MAIN ST TRAFFIC SIGNAL	04/16/2016	102508	107.90
001-031-00-52041 - Telephone	42 - AT&T	FL1 - TELEPHONE ACCOUNT, 6 VARIOUS CITY LINES	04/16/2016	102508	77.44
001-031-00-52041 - Telephone	5487 - COMCAST BUSINESS	COMCAST BUSINESS - INTERNET SERVICE	04/15/2016	102517	441.22
001-031-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	On-Line Ticket Management 1/1/16-1/31/16	02/09/2016	102572	81.23
001-031-00-53007 - Materials to Maintain Streets	1022 - PRAIRIE MATERIAL	Materials for Walnut & Williams	04/21/2016	102551	463.50
001-031-00-53008 - Materials to Maintain Blvd Lights	1386 - SHERWIN WILLIAMS	Paint for Electrical Cabinet	04/27/2016	102562	4.00
001-031-00-53014 - Materials to Maintain Storm Water	1022 - PRAIRIE MATERIAL	Materials for Riverfront Storm Sewer Repair	04/14/2016	102551	589.88
001-031-00-53014 - Materials to Maintain Storm Water	1022 - PRAIRIE MATERIAL	Materials for Walnut & Williams	04/20/2016	102551	565.00
001-031-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at 1155 E Voorhees - Partial through 4/19/16	04/21/2016	102536	1,294.57
001-031-00-53099 - Other Commodities	3227 - QUALITY CHEMICAL CO.	Asphalt Remover	04/11/2016	102552	247.50
001-051-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	Uniforms	04/25/2016	102507	32.24
001-051-00-52035 - Sanitary Sewer Tax	310 - DANVILLE SANITARY DISTRICT	Sewer Charges for Various City Locations March 2016	04/26/2016	102524	111.30
001-051-00-52041 - Telephone	42 - AT&T	FL1 - TELEPHONE ACCOUNT, 6 VARIOUS CITY LINES	04/16/2016	102508	324.26
001-051-00-52045 - Maintenance of Ball Diamonds	26 - LEONARD R SROUFEK, SR ALVIN FENCE COMPANY	Back Stop & Dugout fencing repair - Winter East & West field	04/23/2016	102540	3,000.00
001-051-00-52088 - Rentals	340 - DEPKE WELDING SUPPLIES INC	Cylinder Rental for Bus	04/15/2016	102527	39.60
001-051-00-52089 - Pest & Weed Control	671 - TERMINIX SERVICES INC	Install Sentricon Termite Baiting System for Fire Station #1	04/20/2016	102568	1,080.00

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR APRIL 29, 2016

001-051-00-52089 - Pest & Weed Control	671 - TERMINIX SERVICES INC	Monthly Pest Control	04/20/2016	102568	37.50
001-051-00-52099 - Other Contractual Services	248 - AQUA IL	Utility Service - 3362 Lynch Ct 3/21/16-4/20/16	04/25/2016	102506	39.99
001-051-00-52099 - Other Contractual Services	53 - ARAMARK UNIFORM SERVICES INC	Mats	04/25/2016	102507	7.00
001-051-00-52099 - Other Contractual Services	5676 - MEIJER CASH OFFICE PHARMACY RECEIVABLES	HEPATITIS B VACCINATIONS	04/14/2016	102542	76.86
001-051-00-53011 - Materials to Maintain Buildings	316 - DANVILLE PAPER & SUPPLY INC	Custodial Supplies	04/21/2016	102522	49.05
001-051-00-53016 - Materials to Maint other Equipment	2700 - MENARDS - DANVILLE	Hose	04/22/2016	102543	34.99
001-051-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at 1155 E Voorhees - Partial through 4/19/16	04/21/2016	102536	470.60
001-051-00-54024 - Pride Grows	1972 - ADAMS MEMORIALS	Leaf A Legacy Marker	04/25/2016	102501	45.00
001-051-00-54024 - Pride Grows	1972 - ADAMS MEMORIALS	Leaf A Legacy Markers	04/25/2016	102501	45.00
001-052-00-53013 - Materials to Maintain Other	2700 - MENARDS - DANVILLE	Gutters for Pool	04/22/2016	102543	92.94
001-053-00-52041 - Telephone	5487 - COMCAST BUSINESS	COMCAST BUSINESS - INTERNET SERVICE	04/15/2016	102517	316.93
001-053-00-52099 - Other Contractual Services	310 - DANVILLE SANITARY DISTRICT	Sewer Charges for Various City Locations March 2016	04/26/2016	102524	4.38
001-053-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at 1155 E Voorhees - Partial through 4/19/16	04/21/2016	102536	39.98
001-053-00-53099 - Other Commodities	4013 - CULLIGAN	Drinking Water for Paking Garage	04/05/2016	102520	18.33
001-060-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at 1155 E Voorhees - Partial through 4/19/16	04/21/2016	102536	205.06
113-113-16-51001 - Salaries	67 - RTS FINANCIAL SERVICES (UniQue)	SALARY - DISPATCHER DMT	04/13/2016	102557	548.00
113-113-16-52001 - Advertising	3849 - ROYAL PUBLISHING	Advertising	04/15/2016	102556	90.00
113-113-16-52001 - Advertising	3849 - ROYAL PUBLISHING	Advertising	04/19/2016	102556	100.00
113-113-16-52011 - Maintenance of Building	298 - F.E. MORAN, INC., FIRE PROTECTION	GAS FEE/PARTS/LABOR FOR BUS REPAIR	04/14/2016	102529	804.00
113-113-16-52015 - Maintenance of Vehicles	663 - LINNE MACHINE CO., INC.	REPAIRED AC IDLER PULLEY	04/21/2016	102541	65.00
113-113-16-52040 - Purchased Transportation	165 - CRIS SENIOR SERVICES	Purchased Transportation	04/20/2016	102519	12,679.47
113-113-16-52041 - Telephone	5487 - COMCAST BUSINESS	COMCAST BUSINESS - INTERNET SERVICE	04/15/2016	102517	441.22
113-113-16-52079 - Lease and Rental - DMT	486 - THE GOODYEAR TIRE & RUBBER CO	TIRES LEASED	04/14/2016	102569	2,164.59
113-113-16-52099 - Other Contractual Services	310 - DANVILLE SANITARY DISTRICT	Sewer Charges for Various City Locations March 2016	04/26/2016	102524	56.56
113-113-16-53003 - Office Supplies	3955 - STAPLES CREDIT PLAN	OFFICE SUPPLIES	04/12/2016	102564	108.67
113-113-16-53011 - Materials to Maintain Buildings	298 - F.E. MORAN, INC., FIRE PROTECTION	GAS FEE/PARTS/LABOR FOR BUS REPAIR	04/14/2016	102529	94.40
113-113-16-53011 - Materials to Maintain Buildings	5461 - ILLINOIS OIL MARKETING EQUIPMENT,INC	TRANS FLUID PUMP - DMT	03/31/2016	102537	664.00
113-113-16-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	Bus Parts	04/15/2016	102518	16.15
113-113-16-53015 - Materials to Maintain Vehicles	340 - DEPKE WELDING SUPPLIES INC	CYLINDER RENTAL - DMT	04/15/2016	102527	79.20
113-113-16-53015 - Materials to Maintain Vehicles	3929 - CENTRAL STATES BUS SALES, INC.	Bus Parts	04/20/2016	102514	567.36
113-113-16-53015 - Materials to Maintain Vehicles	453 - GILLIG CORPORATION	Bus Parts	04/18/2016	102533	767.71
113-113-16-53015 - Materials to Maintain Vehicles	453 - GILLIG CORPORATION	Bus Parts	04/20/2016	102533	26.78
113-113-16-53026 - Clothing	3890 - PETER ESTRADA	REIM CLOTHING ALLOWANCE PER CONTRACT - DMT	04/08/2016	102550	45.00
113-113-16-55016 - Other Capital Equipment	166 - TRC ENGINEERING SERVICES, LLC	INSPECTION - DMT	04/08/2016	102570	150.00
302-302-00-55012 - Improvements to Building	5870 - GHR ENGINEERS AND ASSOCIATES, INC	HVAC Engineering Services for Analysis & Recommended U	04/18/2016	102532	1,786.11
302-302-00-55017 - Computers	4092 - TYLER TECHNOLOGIES INC	Enterprise Resource Planning System	04/15/2016	102571	2,238.02
302-302-00-55017 - Computers	4092 - TYLER TECHNOLOGIES INC	Enterprise Resource Planning System	04/21/2016	102571	1,510.54

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR APRIL 29, 2016

401-401-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	Golf Cart & Mower Tires	04/27/2016	102575	50.13
401-401-00-52041 - Telephone	5487 - COMCAST BUSINESS	COMCAST BUSINESS - INTERNET SERVICE	04/15/2016	102517	316.93
401-401-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	Parts for Club Car	04/25/2016	102521	8.03
401-401-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	Parts for JD1600	04/25/2016	102521	79.70
401-401-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	Parts for Smithco Sprayer	04/20/2016	102521	53.85
401-401-00-53016 - Materials to Maint other Equipment	76 - B & D SALES AND SERVICE	Parts for Buffalo Blower	04/26/2016	102509	20.49
401-401-00-53022 - Horticultural Supplies	4070 - GEORGETOWN WOOD AND PALLET CO.,INC.	25 Cubic Yards Brown Mulch for HPGC	04/18/2016	102531	650.00
401-401-00-53022 - Horticultural Supplies	72 - SITE ONE LANDSCAPE SUPPLY, LLC	Fungicide for golf course	03/01/2016	102563	7,773.40
401-401-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at HPGC	04/27/2016	102536	234.01
401-401-00-53052 - Pro Shop Supplies	5365 - NATIONAL PEN COMPANY LLC	Hexagon Golf Pencils - HPGC	04/18/2016	102547	209.70
401-401-00-53099 - Other Commodities	103 - BIG R	Supplies for HPGC	04/25/2016	102510	166.65
402-402-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	Uniforms	04/25/2016	102507	40.65
402-402-00-52015 - Maintenance of Vehicles	153 - BURKE SPRING & ALIGNMENT	Parts for Unit #76	04/20/2016	102513	155.00
402-402-00-52015 - Maintenance of Vehicles	2465 - DANVILLE RUBBER GROUP	Repair of Vactor Hose	04/27/2016	102523	46.69
402-402-00-52035 - Sanitary Sewer Tax	310 - DANVILLE SANITARY DISTRICT	Sewer Charges for Various City Locations March 2016	04/26/2016	102524	29.91
402-402-00-52041 - Telephone	42 - AT&T	FL1 - TELEPHONE ACCOUNT, 6 VARIOUS CITY LINES	04/16/2016	102508	112.85
402-402-00-52044 - Maintenance of Sanitary	4093 - SUNBELT RENTALS	Sewer Bypass Equipment for S Griffin St Bi-Pass	01/18/2016	102566	32,995.75
402-402-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	On-Line Ticket Management 1/1/16-1/31/16	02/09/2016	102572	81.22
402-402-00-52099 - Other Contractual Services	671 - TERMINIX SERVICES INC	Monthly Pest Control	04/20/2016	102568	18.75
402-402-00-53010 - Materials to Maintain Sewers	304 - HD SUPPLY WATERWORKS, LTD	MATERIAL FOR EMERGENCY SEWER LINE REPAIR ON	02/17/2016	102535	1,481.31
402-402-00-53011 - Materials to Maintain Buildings	316 - DANVILLE PAPER & SUPPLY INC	Custodial Supplies	04/21/2016	102522	24.52
402-402-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at 1155 E Voorhees - Partial through 4/19/16	04/21/2016	102536	1,157.17
402-402-00-53053 - Mat to Maintain Lift Station	2346 - ROGERS SUPPLY CO	Materials for Poland Road Lift Station	04/21/2016	102555	721.52
405-405-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	Uniforms	04/18/2016	102507	74.43
405-405-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	Uniforms	04/25/2016	102507	74.43
405-405-00-52099 - Other Contractual Services	671 - TERMINIX SERVICES INC	Monthly Pest Control	04/20/2016	102568	18.75
405-405-00-53011 - Materials to Maintain Buildings	316 - DANVILLE PAPER & SUPPLY INC	Custodial Supplies	04/21/2016	102522	24.52
405-405-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	Service Call - Mount/Dismount Unit #71	04/18/2016	102575	590.50
405-405-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	Tire Repair	04/27/2016	102575	35.00
405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	Credit for Returnded Parts	04/19/2016	102558	(399.00)
405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	Parts for unit #92	04/19/2016	102558	424.51
405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	Parts for Unit #95	04/19/2016	102558	133.28
405-405-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel Usage at 1155 E Voorhees - Partial through 4/19/16	04/21/2016	102536	2,504.10
	Grand Total				115,228.81

City of Danville

DANVILLE, ILLINOIS

SCHEDULE OF VOUCHERS PAYABLE

SUMMARY *April 26, 2016*

DISTRIBUTIONS

General Fund (001)		$81,756.84
Breakdown of General Fund (001)		
Central Vehice Maint. (012)	$6,216.15	
Public Affairs (013)	$148.87	
Enviro. Code Inforcement (014)	$1,862.50	
Gen. City Gov. (015)	$2,616.56	
Legal Services (017)	$1,504.00	
City Clerk (018)	$132.94	
Personnel/Human Rel. (019)	$788.07	
Information Systems (020)	$12,078.80	
Police (021)	$5,185.59	
Fire (022)	$2,068.46	
Streets (031)	$33,861.50	
Parks & PP (051)	$13,822.46	
Pool (052)	$165.84	
PCS (053)	$628.59	
EUS (060)	$676.51	
Fire Pension Retirement Fund (098)		240,000.00
Police Pension Retirement Fund (099)		160,000.00
Motor Fuel Tax (103)		$315.70
State Narcotics Fortfeiture (104)		$217.96
CDBG (106)		$21,578.05
Infrastructure Development (107)		$20,223.25
Storm Water Drainage (109)		$511.75
Danville Mass Transit (113)		$488.49
DATS (116)		$470.61
Landfill Remediation (301)		$65.50
Capital Improvements (302)		$40,408.74
Harrison Park Golf Course (401)		$472.07
Sewer (402)		$18,150.14
Solid Waste Management (405)		$9,056.58
Health Insurnace (501)		$337.40
Civic Center (604)		$6,931.53
Total		**$600,984.61**

COMPTROLLER DATE MAYOR DATE

CREDIT CARD BREAKDOWN

FIRST BANKCARD BREAKDOWN FOR MARCH 2016 STATEMENT DUE: 5/07/16 PAID: 4/26/2016

NAME/ACCT	DEPT	ACTUAL PD	SUPPLIES DESCPIPTION
LEWIS	Finance	201.22	Lodging fee for Kathy Courson to attend training in Springfield, IL
BURTON	Harrison Park	144.16	Thermal Paper
MAYOR	Public Affairs	539.31	Fuel and parking fees for trip to Colorado Springs, CPR/AED Instructor Training and Renewal Fee
SCHNELLE	EUS	969.28	License fees, Reg fees for 2016 ISS conference, reg fee for Electrical Inspector class, Ecocat consultation, APWA reg fee
STARK	Police	347.93	Muzzle for K-9 Max, Supplies for evidence
WESNER	Legal	165.00	2016 Municipal Attorney's Seminar 4/22/16
ERVIN	Fire	1,185.03	Training Smoke, Action Training Videos, Spark Plugs
LANE	Parks & Public Prop	165.71	Basketball Nets, Drafting supplies
MONSON	City Clerk	50.00	Application fee for Admission to CMC Program thru IIMC
BEITH	DMT	263.95	Adobe monthly fee, Title and License for bus 1631 & 1632
GARCIA	Streets/Sewers	106.91	Binders, office supplies, fuel
MARGANSKI	DATS	399.00	2016 Conference registration for J. vinson and L. Bagby and AICP Exam Prep
D"SILVA	IT	487.72	Computer Supplies
			sub-total
		$ 5,025.22	**TOTAL**

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR APRIL 26, 2016

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-012-00-53015 - Materials to Maintain Vehicles	1193 - RAHN EQUIPMENT COMPANY	Parts for Unit #30 & #32	04/12/2016	102457	1,316.40
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Credit for Returned Parts	04/12/2016	102449	(11.20)
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Credit for Returned Parts	04/13/2016	102449	(6.30)
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Credit for Returned Parts	04/14/2016	102449	(0.02)
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Parts for Unit #37	04/12/2016	102449	11.20
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Parts for Unit #4	04/12/2016	102449	1.76
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Parts for Unit #55	04/13/2016	102449	113.07
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Parts for Unit #57	04/12/2016	102449	136.80
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Parts for Unit #73	04/12/2016	102449	71.12
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Parts for unit #75	04/14/2016	102449	332.09
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Parts for unit #75	04/15/2016	102449	51.05
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Stock for All Dump Trucks	04/12/2016	102449	17.03
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Stock for All Dump Trucks	04/13/2016	102449	296.99
001-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	Stock for All Units	04/14/2016	102406	129.86
001-012-00-53015 - Materials to Maintain Vehicles	2927 - GLOBAL EMERGENCY PRODUCTS	Parts for FD E4	04/13/2016	102425	1,614.94
001-012-00-53015 - Materials to Maintain Vehicles	3932 - KOENIG BODY AND EQUIPMENT	Cylinder for Unit #89	04/11/2016	102437	1,859.06
001-012-00-53015 - Materials to Maintain Vehicles	663 - LINNE MACHINE CO., INC.	Materials & Labor FD E1	04/07/2016	102438	50.00
001-012-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	Parts for Trap Rake	04/12/2016	102406	45.95
001-012-00-53016 - Materials to Maint other Equipment	76 - B & D SALES AND SERVICE	Parts for Mower	04/13/2016	102384	95.69
001-012-00-53099 - Other Commodities	1217 - NAPA AUTO PARTS OF DANVILLE	Shop Supplies	04/14/2016	102449	90.66
001-013-00-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	MAYOR - BAGGAGE FEE FOR TRIP TO COLORADO SPRINGS	04/03/2016	102422	25.00
001-013-00-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	MAYOR - GASOLINE FOR TRIP TO COLORADO SPRINGS	04/03/2016	102422	18.31
001-013-00-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	MAYOR - GASOLINE TRIP TO COLORADO SPRINGS	03/29/2016	102422	32.00
001-013-00-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	MAYOR - PARKING FEE FOR COLORADO SPRINGS TRIP	04/03/2016	102422	54.00
001-013-00-54099 - Other Expenditures	5315 - STEPHANIE WILSON, TREASURER EMPLOYEE	Petty cash reimb - card stock for Mayor	03/10/2016	102468	19.56
001-014-00-53017 - Small Tools & Equipment	3888 - AIRGAS INC	Safety Glasses	04/13/2016	102378	37.50
001-014-00-53017 - Small Tools & Equipment	76 - B & D SALES AND SERVICE	Trimmer, Blower, Shredder, Pruner	04/13/2016	102384	1,825.00
001-015-00-52029 - Professional Services	5881 - WIPFLI LLP	Wage Comparability Study	04/11/2016	102484	1,793.62
001-015-00-52083 - Dues and Subscriptions	235 - THE COMMERCIAL NEWS	Annual Subscription Renewal	04/07/2016	102472	179.88
001-015-00-53002 - Central Purchasing	316 - DANVILLE PAPER & SUPPLY INC	Custodial Supplies for City Hall	04/12/2016	102408	374.58
001-015-00-53002 - Central Purchasing	316 - DANVILLE PAPER & SUPPLY INC	ROLL TOWELS FOR FIRE STATIONS	04/21/2016	102408	127.00
001-015-00-53002 - Central Purchasing	316 - DANVILLE PAPER & SUPPLY INC	Soap	04/14/2016	102408	45.23
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	3" Ring Binders, Lithium Batteries	04/08/2016	102382	96.25

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR APRIL 26, 2016

001-017-00-52039 - Property Report & Lien	1128 - VERMILION COUNTY TITLE INC	SEARCH AND EXAM - 314 HARMON, DANVILLE	04/06/2016	102479	125.00
001-017-00-52039 - Property Report & Lien	5315 - STEPHANIE WILSON, TREASURER EMPLOYEE	RECORDING FEE FOR LIEN @127 PAYNE	03/30/2016	102468	39.00
001-017-00-52039 - Property Report & Lien	5315 - STEPHANIE WILSON, TREASURER EMPLOYEE	RECORDING FEE FOR LIEN 19 N COLLETT	04/14/2016	102468	39.00
001-017-00-52039 - Property Report & Lien	848 - VERMILION COUNTY RECORDER VERMILION CO ILLINOIS	RECORDING FEE FOR LIENS - 205 WISCONSIN, 1011 HAZEL	04/20/2016	102478	78.00
001-017-00-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	D. WESNER - REG FEE FOR 2016 MUNICIPAL ATTORNEY'S SEMINAR	03/29/2016	102422	165.00
001-017-00-52051 - Travel, Training and Ex	5246 - NATIONAL BUSINESS INSTITUTE A DIVISION OF NBI INC	REG FEE FOR VIDEO WEBCAST ON MARIJUANA AND LOCAL GOVERNMENT	04/18/2016	102451	339.00
001-017-00-52101 - Service of Summons	1041 - BRUCE STARK	SERVICE OF SUMMONS	04/18/2016	102393	176.00
001-017-00-52101 - Service of Summons	196 - CHAMPAIGN COUNTY SHERIFFS DEPARTMENT ATTN: CIVIL P	SERVICE OF SUMMONS - 1403 PARK, ST. JOSEPH, IL	04/13/2016	102397	47.00
001-017-00-52101 - Service of Summons	196 - CHAMPAIGN COUNTY SHERIFFS DEPARTMENT ATTN: CIVIL P	SERVICE OF SUMMONS - 507 BONNYMEADE, URBANA, IL	04/14/2016	102396	82.00
001-017-00-52101 - Service of Summons	196 - CHAMPAIGN COUNTY SHERIFFS DEPARTMENT ATTN: CIVIL P	SERVICE OF SUMMONS - 710 SUNSET, URBANA, IL	04/19/2016	102398	39.00
001-017-00-52101 - Service of Summons	232 - ORANGE COUNTY SHERIFF'S DEPT	SERVICE OF SUMMONS- 8941 ATLANTA AVE., HUNTINGTON BEACH, CA	04/13/2016	102454	40.00
001-017-00-52101 - Service of Summons	250 - COOK COUNTY SHERIFF'S DEPARTMENT ATTN: CIVIL PROCE	SERVICE OF SUMMONS - 1140 N LASALLE, CHICAGO, IL	04/13/2016	102401	60.00
001-017-00-52101 - Service of Summons	262 - ONSLOW COUNTY SHERIFF'S DEPT	SERVICE OF SUMMONS - 1001 CHURCHILL WAY, #1H, MIDWAY PARK, NC	04/15/2016	102453	30.00
001-017-00-52101 - Service of Summons	3943 - HARRIS COUNTY SHERIFF'S DEPT.	SERVICE OF SUMMONS - 9990 RICHMOND AVE., STE 400, HOUSTON, TX	04/14/2016	102427	75.00
001-017-00-52101 - Service of Summons	718 - MARION COUNTY SHERIFF ATTN: CIVIL PROCESSING	SERVICE OF SUMMONS - 3659 WINGATE TERRACE, INDIANAPOLIS, IN	04/13/2016	102443	85.00
001-017-00-52101 - Service of Summons	718 - MARION COUNTY SHERIFF ATTN: CIVIL PROCESSING	SERVICE OF SUMMONS - 5509 SKYRIDGE DR, INDIANAPOLIS, IN	04/13/2016	102442	85.00
001-018-00-52014 - Maintenance of Office Equipment	5014 - FIRST BANKCARD	A. D'SILVA -SOFTWARE FOR CLERKS OFFICE	03/21/2016	102422	82.94
001-018-00-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	L.MONSON- FEE FOR APPLICATION FOR ADMISSION TO CMC THRU IIMC	03/24/2016	102422	50.00
001-019-00-52014 - Maintenance of Office Equipment	5014 - FIRST BANKCARD	A.D'SILVA - FPAEUSB2 ALTOEDGE USB FOOT PEDAL	03/21/2016	102422	112.70
001-019-00-52051 - Travel, Training and Ex	4086 - KATHY COURSON	Mileage reim for CPR training in Terre Haute,IN	04/19/2016	102435	64.15
001-019-00-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	G.LEWIS - LODGING FEE FOR K.COURSON TO ATTEND TRAINING	03/21/2016	102422	201.22
001-019-00-54050 - Safety Program	5014 - FIRST BANKCARD	MAYOR - CPR/AED INSTRUCTOR TRAINING	03/21/2016	102422	300.00
001-019-00-54050 - Safety Program	5014 - FIRST BANKCARD	MAYOR - RED CROSS FA/CPR/AED TRAINING - K. COURSON	03/28/2016	102422	110.00

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR APRIL 26, 2016

001-020-00-52009 - Computer Service and Supplies	286 - HARRIS COMPUTER SYSTEMS	QUARTERLY TECH SOFTWARE ASSISTANT 4/1/16-6/30/16	03/22/2016	102426	9,151.72
001-020-00-52009 - Computer Service and Supplies	5717 - XEROX BUSINESS SERVICES LLC	FireHouse Software complete Support System-Ann. Renewal 2016	04/19/2016	102485	2,635.00
001-020-00-53006 - Computer Supplies	5014 - FIRST BANKCARD	A.D'SILVA - 3 NEW CISOC IP PHONES 7941	03/17/2016	102422	55.34
001-020-00-53006 - Computer Supplies	5014 - FIRST BANKCARD	A.D'SILVA - EPSON EHTERNET INTERFACE	03/17/2016	102422	136.89
001-020-00-53006 - Computer Supplies	5014 - FIRST BANKCARD	A.D'SILVA - ETHERNET SWITCH	03/16/2016	102422	33.85
001-020-00-53006 - Computer Supplies	5014 - FIRST BANKCARD	A.D'SILVA - REPLACEMENT CISCO IP PHONE	03/17/2016	102422	50.00
001-020-00-53006 - Computer Supplies	5014 - FIRST BANKCARD	A.D'SILVA- LENOVO X1 CARBON 04X6435	04/05/2016	102422	16.00
001-021-00-51001 - Salaries	643 - SCOTT W TALBOTT	Payment for Services Rendered	04/21/2016	102463	425.00
001-021-00-52015 - Maintenance of Vehicles	1912 - LISA WEST LISA'S WINDOW TINTING	Installed Tint 2016 K-9 Vehicle	04/14/2016	102440	260.00
001-021-00-52015 - Maintenance of Vehicles	799 - SCOTT'S TRIM SHOP	Replace Seat Car #110	04/13/2016	102464	300.00
001-021-00-52041 - Telephone	42 - AT&T	Long Distance Billing-3/12/16-4/6/16	04/09/2016	102383	54.33
001-021-00-52051 - Travel, Training and Ex	2526 - AMY L WASSON	Reimb Meals Conference	04/19/2016	102379	22.50
001-021-00-52051 - Travel, Training and Ex	285 - ADRIENNE BETH DAMILANO	Reimb Meals Conference	04/19/2016	102377	22.50
001-021-00-52051 - Travel, Training and Ex	4437 - DAWN HARTSHORN	Reimb Meals Conference	04/19/2016	102413	22.50
001-021-00-52051 - Travel, Training and Ex	4647 - DANIELLE LEWALLEN	Reimb Meals Conference	04/19/2016	102404	22.50
001-021-00-52051 - Travel, Training and Ex	5884 - JENNIFER SMIT	Reimb Meals Conference	04/19/2016	102433	22.50
001-021-00-52051 - Travel, Training and Ex	749 - JANE MCFADDEN	Reimb Meals Conference	04/19/2016	102432	22.50
001-021-00-52096 - Friendly Town	2526 - AMY L WASSON	Reimb Vinyl Paper for Friendly Town	04/19/2016	102379	13.93
001-021-00-52099 - Other Contractual Services	481 - MICKEY'S LINEN	Uniforms, Covers, Towels	04/18/2016	102444	25.00
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Parts for Car #109	04/15/2016	102449	400.42
001-021-00-53015 - Materials to Maintain Vehicles	3157 - BUMPER TO BUMPER	Freon	04/19/2016	102394	90.00
001-021-00-53026 - Clothing	4437 - DAWN HARTSHORN	Reim for clothing purchase per contract agreement	04/09/2016	102413	181.58
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	03/11/2016	102458	42.13
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	03/29/2016	102458	134.99
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	04/02/2016	102458	277.27
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	04/08/2016	102458	171.95
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	04/09/2016	102458	147.00
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	04/11/2016	102458	469.72
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	04/12/2016	102458	128.30
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	04/15/2016	102458	744.50
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	04/16/2016	102458	95.00
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	04/19/2016	102458	238.87
001-021-00-53026 - Clothing	749 - JANE MCFADDEN	Reim for clothing purchase per contract agreement	04/06/2016	102432	161.67
001-021-00-54001 - K-9 Dog Expenses	4842 - EAST LAKE HOSPITAL FOR ANIMALS LTD	Shots for Max - Cornett	04/12/2016	102418	38.00
001-021-00-54001 - K-9 Dog Expenses	5014 - FIRST BANKCARD	B. STARK - MUZZLE FOR K-9 MAX	04/08/2016	102422	310.99
001-021-00-54031 - Taxes & Licenses	1537 - SECRETARY OF STATE CONFIDENTIAL SERVICE PROGRAM	CONFIDENTIAL PLATE RENEWAL FOR 3 VEHICLES	04/19/2016	102465	303.00

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR APRIL 26, 2016

001-021-00-54099 - Other Expenditures	5014 - FIRST BANKCARD	B. STARK - CLEAR PLASTIC FOR EVIDENCE SUPPLIES	03/22/2016	102422	36.94
001-022-00-51015 - Tuition Reimbursement	3912 - RYAN ALLISON	Education Reimbursement	04/20/2016	102460	274.37
001-022-00-52087 - Training	5014 - FIRST BANKCARD	ACTION TRAINING SYSTEMS VIDEOS	03/14/2016	102422	460.03
001-022-00-52087 - Training	5014 - FIRST BANKCARD	R.ERVIN - EXTREME DENSITY TRAINING FOG	03/14/2016	102422	360.00
001-022-00-52087 - Training	5014 - FIRST BANKCARD	R.ERVIN- EXTREME DENSITY TRAINING SMOKE	03/28/2016	102422	360.00
001-022-00-53017 - Small Tools & Equipment	316 - DANVILLE PAPER & SUPPLY INC	RESPIRATOR FACE MASKS	04/21/2016	102408	140.00
001-022-00-53017 - Small Tools & Equipment	443 - MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	Wrench	04/12/2016	102448	55.70
001-022-00-53017 - Small Tools & Equipment	5014 - FIRST BANKCARD	R.ERVIN - SPARK PLUGS	03/08/2016	102422	5.00
001-022-00-53017 - Small Tools & Equipment	687 - LOWE'S BUSINESS ACCOUNT	Brush	03/30/2016	102441	3.78
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	03/01/2016	102458	52.00
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	04/15/2016	102458	210.92
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	04/18/2016	102458	146.66
001-031-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	Uniforms	04/18/2016	102381	72.79
001-031-00-52018 - Maintenance of Traffic	42 - AT&T	Telephone Service to Traffic Signal FL1 (Rt1 & Mall)	04/07/2016	102383	39.82
001-031-00-52024 - Maintenance of Storm Sewer	3959 - MIDWEST ASPHALT COMPANY	Emergency Storm Repair Rivercrest	04/19/2016	102446	4,535.98
001-031-00-52053 - Maintenance of Street	82 - NORTHERN CONTRACTING, INC	Guardrail Replacement & Repairs	03/29/2016	102452	12,589.39
001-031-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	On-Line Ticket Management 3/1/16-3/31/16	04/07/2016	102475	295.45
001-031-00-53007 - Materials to Maintain Streets	1022 - PRAIRIE MATERIAL	Materials for 1850 E Voorhees	04/01/2016	102456	721.50
001-031-00-53007 - Materials to Maintain Streets	1022 - PRAIRIE MATERIAL	Materials for 1850 E Voorhees	04/04/2016	102456	277.50
001-031-00-53007 - Materials to Maintain Streets	1022 - PRAIRIE MATERIAL	Materials for Repair Drive at 1850 E Voorhees St	04/05/2016	102456	3,108.00
001-031-00-53007 - Materials to Maintain Streets	892 - KIRCHNER BUILDING CENTERS	Stock	04/11/2016	102436	67.09
001-031-00-53007 - Materials to Maintain Streets	966 - DANIEL L RIBBE TRUCKING INC	Stock	04/13/2016	102403	600.00
001-031-00-53008 - Materials to Maintain Blvd Lights	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	Supplies for Main & Gilbert	04/14/2016	102467	189.48
001-031-00-53008 - Materials to Maintain Blvd Lights	663 - LINNE MACHINE CO., INC.	Street Lighting Cover North & Vermilion	04/15/2016	102438	600.00
001-031-00-53008 - Materials to Maintain Blvd Lights	664 - TEPPER ELECTRIC SUPPLY CO	Main & Gilbert Hand Holes	04/16/2016	102471	1,280.00
001-031-00-53008 - Materials to Maintain Blvd Lights	664 - TEPPER ELECTRIC SUPPLY CO	Materials for Main & Gilbert	04/07/2016	102471	1,147.20
001-031-00-53008 - Materials to Maintain Blvd Lights	664 - TEPPER ELECTRIC SUPPLY CO	Materials for Main St	04/01/2016	102471	84.00
001-031-00-53008 - Materials to Maintain Blvd Lights	664 - TEPPER ELECTRIC SUPPLY CO	Wire for Light Poles	04/04/2016	102471	1,275.00
001-031-00-53008 - Materials to Maintain Blvd Lights	687 - LOWE'S BUSINESS ACCOUNT	Cleaner for Main & Gilbert	04/05/2016	102441	85.38
001-031-00-53014 - Materials to Maintain Storm Water	1022 - PRAIRIE MATERIAL	Materials for Curb & Catch Basin Replacement 1510 Rivercrest	04/13/2016	102456	294.00
001-031-00-53014 - Materials to Maintain Storm Water	1022 - PRAIRIE MATERIAL	Materials for Fairchile @ Koehn Creek Sidewalk for Repair	04/13/2016	102456	286.00
001-031-00-53014 - Materials to Maintain Storm Water	2719 - BROOK STREET MATERIAL SUPPLY	Materials for 1510 Rivercrest	04/11/2016	102392	51.52
001-031-00-53014 - Materials to Maintain Storm Water	3310 - COUNTY MATERIALS CORP.	Materials for Rivercrest & Stock	04/13/2016	102402	1,050.00
001-031-00-53017 - Small Tools & Equipment	103 - BIG R	Water Jugs	04/11/2016	102386	41.94

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR APRIL 26, 2016

001-031-00-53017 - Small Tools & Equipment	1386 - SHERWIN WILLIAMS	Paint Supplies	03/31/2016	102466	29.90
001-031-00-53017 - Small Tools & Equipment	664 - TEPPER ELECTRIC SUPPLY CO	Conduit Bender for Street Lights	04/14/2016	102471	1,700.00
001-031-00-53017 - Small Tools & Equipment	687 - LOWE'S BUSINESS ACCOUNT	Stock	04/06/2016	102441	130.89
001-031-00-53018 - Traffic Control Supplies	5556 - MID-WEST SIGN SUPPLY CO.	Stock	04/13/2016	102445	83.72
001-031-00-53099 - Other Commodities	103 - BIG R	Hoses for PW	04/13/2016	102386	24.99
001-031-00-53099 - Other Commodities	109 - BLACK & COMPANY	Stock Gloves	04/12/2016	102388	215.52
001-031-00-53099 - Other Commodities	2465 - DANVILLE RUBBER GROUP	Hose Reels for PW Shop	04/13/2016	102410	79.96
001-031-00-53099 - Other Commodities	399 - FASTENAL COMPANY	Gloves for Electricians	04/06/2016	102420	5.57
001-031-00-53099 - Other Commodities	4951 - FULL SOURCE LLC	Safety Vests	04/07/2016	102424	147.32
001-031-00-53099 - Other Commodities	4953 - MIDWEST CONSTRUCTION RENTALS INC	Hoses & Nozzles for Street & Sewer Crew	04/13/2016	102447	104.55
001-031-00-53099 - Other Commodities	5014 - FIRST BANKCARD	R. GARCIA - BINDERS FOR STREETS/SEWERS	04/20/2016	102422	7.41
001-031-00-53099 - Other Commodities	5014 - FIRST BANKCARD	R. GARCIA - SUPPLIES FOR DUNN SAMPLES	03/22/2016	102422	5.89
001-031-00-53099 - Other Commodities	5585 - SUPREME RADIO COMMUNICTIONS INC	Radios for Trucks #31 & #40	04/11/2016	102470	1,760.10
001-031-00-53099 - Other Commodities	5585 - SUPREME RADIO COMMUNICTIONS INC	Two way radios for units 28, 30 & 32	04/16/2016	102470	873.64
001-051-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	Uniforms	04/18/2016	102381	37.49
001-051-00-52011 - Maintenance of Building	COOLING	Mounted New Air Hose PW	04/10/2016	102450	264.00
001-051-00-52011 - Maintenance of Building	5119 - JOHN SHEPHERD PLUMBING	Backflow Test - 1155 E Voorhees	04/13/2016	102434	85.00
001-051-00-52011 - Maintenance of Building	5119 - JOHN SHEPHERD PLUMBING	Service to Danville Stadium - Stool Repair	04/13/2016	102434	170.00
001-051-00-52011 - Maintenance of Building	5119 - JOHN SHEPHERD PLUMBING	Service to Danville Stadium - Water On/Off	04/08/2016	102434	170.00
001-051-00-52011 - Maintenance of Building	663 - LINNE MACHINE CO., INC.	Materials & Labor to Mount Hose Reels	04/13/2016	102438	217.50
001-051-00-52099 - Other Contractual Services	53 - ARAMARK UNIFORM SERVICES INC	Mats	04/18/2016	102381	7.00
001-051-00-53011 - Materials to Maintain Buildings	1022 - PRAIRIE MATERIAL	Materials for Friendly Town Classroom	04/12/2016	102456	807.30
001-051-00-53011 - Materials to Maintain Buildings	243 - CONNOR COMPANY	Parts for Stool Repair	04/12/2016	102400	33.35
001-051-00-53011 - Materials to Maintain Buildings	316 - DANVILLE PAPER & SUPPLY INC	Custodial Supplies	04/14/2016	102408	268.35
001-051-00-53011 - Materials to Maintain Buildings	316 - DANVILLE PAPER & SUPPLY INC	Custodial Supplies	04/15/2016	102408	252.17
001-051-00-53011 - Materials to Maintain Buildings	316 - DANVILLE PAPER & SUPPLY INC	Custodial Supplies	04/19/2016	102408	37.94
001-051-00-53011 - Materials to Maintain Buildings	425 - FRANKS HOUSE OF COLOR	Supplies for Lincoln Park Restroom	04/14/2016	102423	107.93
001-051-00-53011 - Materials to Maintain Buildings	892 - KIRCHNER BUILDING CENTERS	Materials for Lincoln Park Restroom	04/23/2016	102436	4.20
001-051-00-53013 - Materials to Maintain Other	1022 - PRAIRIE MATERIAL	ADA parking & sidewalk improvemens at Espenscheid Park	04/01/2016	102456	3,982.50
001-051-00-53013 - Materials to Maintain Other	1022 - PRAIRIE MATERIAL	ADA parking & sidewalk improvemens at Espenscheid Park	04/04/2016	102456	1,711.00
001-051-00-53013 - Materials to Maintain Other	243 - CONNOR COMPANY	Parts for Drinking Fountain Repair	04/12/2016	102400	95.98
001-051-00-53013 - Materials to Maintain Other	5014 - FIRST BANKCARD	S. LANE - BASKETBALL NETS FOR CITY PARKS	03/08/2016	102422	136.95
001-051-00-53013 - Materials to Maintain Other	687 - LOWE'S BUSINESS ACCOUNT	New Fridge Station #3	03/28/2016	102441	473.10
001-051-00-53017 - Small Tools & Equipment	103 - BIG R	Supplie for Parks Job Trailers	03/24/2016	102386	199.76
001-051-00-53017 - Small Tools & Equipment	178 - Big R - Tilton	Shop Vac Filters	03/02/2016	102387	39.96
001-051-00-53017 - Small Tools & Equipment	76 - B & D SALES AND SERVICE	Parts for Gas Powered Hedge Trimmer	04/13/2016	102384	529.00
001-051-00-53022 - Horticultural Supplies	103 - BIG R	Straw	04/14/2016	102386	71.88

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR APRIL 26, 2016

001-051-00-53022 - Horticultural Supplies	521 - HELENA CHEMICAL COMPANY	Fertilizer for Danville Stadium & Winter Fields	04/08/2016	102428	372.00
001-051-00-53022 - Horticultural Supplies	521 - HELENA CHEMICAL COMPANY	HERBICIDE FOR PARK AREAS	04/12/2016	102428	1,864.00
001-051-00-53099 - Other Commodities	294 - TOM & RITA HOWELL	PURCHASE AGREEMENT WITH CITY OF DANVILLE 1109 SKYLINE DR	04/21/2016	102473	1,708.00
001-051-00-53099 - Other Commodities	4951 - FULL SOURCE LLC	Safety Vests	04/07/2016	102424	147.34
001-051-00-53099 - Other Commodities	5014 - FIRST BANKCARD	S. LANE - DRAFTING SUPPLIES	03/09/2016	102422	28.76
001-052-00-53011 - Materials to Maintain Buildings	243 - CONNOR COMPANY	Pool Supplies	04/12/2016	102400	165.84
001-053-00-52013 - Maintenance of other IM	5119 - JOHN SHEPHERD PLUMBING	Water Line Repair at City Hall	04/13/2016	102434	297.50
001-053-00-52041 - Telephone	42 - AT&T	Telephone Service to City Hall	04/07/2016	102383	99.37
001-053-00-52099 - Other Contractual Services	248 - AQUA IL	Utility Service - 159 N Vermilion	04/14/2016	102380	22.07
001-053-00-52099 - Other Contractual Services	248 - AQUA IL	Utility Service - 25 N Hazel	04/14/2016	102380	50.98
001-053-00-52099 - Other Contractual Services	248 - AQUA IL	Utility Service - 307 N Vermilion	04/14/2016	102380	26.89
001-053-00-53013 - Materials to Maintain Other	243 - CONNOR COMPANY	Supplies	04/11/2016	102400	131.78
001-060-00-46035 - Alarm Permits	294 - TOM & RITA HOWELL	PURCHASE AGREEMENT WITH CITY OF DANVILLE 1109 SKYLINE DR	04/21/2016	102473	30.00
001-060-00-52051 - Travel, Training and Ex	3265 - LISA ROBINSON PETTY CASH	PETTY CASH REIMBURSEMENT	04/20/2016	102439	45.00
001-060-00-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	D. SCHNELLE -REGIST FEE R. HILLEARY TO ATTEND IL CHAPTER APO	03/29/2016	102422	85.00
001-060-00-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	D.SCHNELLE - 2016 APWA CONFERENCE REGISTRATION - ERIC CHILDERS	04/01/2016	102422	150.00
001-060-00-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	D.SCHNELLE - E2 COMM ELECTRICAL INSP CLASS REG FEE	04/01/2016	102422	69.00
001-060-00-52051 - Travel, Training and Ex	5452 - PAUL STORKE EMPLOYEE	Reimb for IAEI Inspector Meeting Bloomington, IL 4/14/16	04/14/2016	102455	20.00
001-060-00-52051 - Travel, Training and Ex	5506 - STEPHEN CHRISMAN	Reimb for IAEI Inspector Meeting, Bloomington, IL 4/14/16	04/15/2016	102469	20.00
001-060-00-52054 - License Fee	5014 - FIRST BANKCARD	D.SCHNELLE - DPH PLUMB LICENSE FEE FOR C. IRELAND & SERVICE FEE	03/31/2016	102422	153.53
001-060-00-53003 - Office Supplies	295 - DTI OFFICE SOLUTIONS	Toner	04/18/2016	102416	103.98
098-098-00-51012 - Fire Pension	300 - DANVILLE FIREMENS PENSION FUND	GENERAL FUND CONTRIBUTION - PER RES 2016	04/20/2016	102407	240,000.00
099-099-00-51011 - Pension Contributions	1005 - DANVILLE POLICE PENSION FUND	GENERAL FUND CONTRIBUTION - PRE RES 2016	04/20/2016	102409	160,000.00
103-103-08-6332C - Fairchild St Highway Co	4332 - BOLEN, ROBINSON AND ELLIS LLP.	Farichild Overpass Project Cons - through 3/31/16	04/13/2016	102391	315.70
104-104-00-54099 - Other Expenditures	702 - RAY O'HERRON CO INC	Clothing for ERU	04/18/2016	102458	193.96
104-104-00-54099 - Other Expenditures	702 - RAY O'HERRON CO INC	Clothing for ERU	04/19/2016	102458	24.00
106-106-14-54090 - CDBG Community Projects	1128 - VERMILION COUNTY TITLE INC	Search & Exam - 406 Grant	11/24/2015	102481	150.00
106-106-14-54090 - CDBG Community Projects	536 - HOME IMPROVEMENTS UNLIMITED INC.	Per Bid Specs for 46 Bensyl Ave Housing Rehab: Hgts 2014 #3	04/17/2016	102430	8,203.05

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR APRIL 26, 2016

106-106-15-54090 - CDBG Community Projects	1128 - VERMILION COUNTY TITLE INC	Search & Exam - 426 Washington	04/07/2016	102480	125.00
106-106-15-54090 - CDBG Community Projects	1128 - VERMILION COUNTY TITLE INC	Search & Exam - 43 S Griffin	04/07/2016	102480	125.00
106-106-15-54090 - CDBG Community Projects	1128 - VERMILION COUNTY TITLE INC	Search & Exam - 813 N Kimball	04/07/2016	102480	125.00
106-106-15-54090 - CDBG Community Projects	4473 - FARNSWORTH GROUP	Per Proposal for Professional Design Services: 1101 E Main	04/11/2016	102419	12,850.00
107-107-00-52060 - Overlay Program	2103 - DARREN OWENS OWENS EXCAVATING	2015 miscellaneous Concrete Improvements: Reference: 4926	04/20/2016	102412	1,000.00
107-107-00-52099 - Other Contractual Services	1918 - VERM. CO. COMMUNITY DEVELOPMENT CORP. C/O 1ST NAT'	Property Transaction Contract Per Resolution #2016-44	04/20/2016	102477	15,000.00
107-107-00-52099 - Other Contractual Services	4332 - BOLEN, ROBINSON AND ELLIS LLP.	Legal Services - North Shore Terrace	04/12/2016	102390	1,032.00
107-107-00-55064 - Economic Development Pr	5492 - V3 COMPANIES	Koehn Creek Flood Mitigation Plan	04/12/2016	102476	3,191.25
109-109-00-54099 - Other Expenditures	5014 - FIRST BANKCARD	D. SCHNELLE - ECO CAT CONSULTATION	03/17/2016	102422	511.75
113-113-16-52009 - Computer Service and Supplies	5014 - FIRST BANKCARD	L.BEITH - ADOBE FEE	03/30/2016	102422	53.11
113-113-16-52099 - Other Contractual Services	5881 - WIPFLI LLP	Wage Comparability Study	04/11/2016	102484	224.54
113-113-16-54031 - Taxes & Licenses	5014 - FIRST BANKCARD	L.BEITH - TITLE AND LICENSE FEE FOR BUS 1631	04/01/2016	102422	105.42
113-113-16-54031 - Taxes & Licenses	5014 - FIRST BANKCARD	TITLE AND LICENSE FOR BUS 1632	04/05/2016	102422	105.42
116-116-16-52029 - Professional Services	5881 - WIPFLI LLP	Wage Comparability Study	04/11/2016	102484	71.61
116-116-16-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	J.MARGANSKI - AICP EXAM PREP 3.0	03/09/2016	102422	249.00
116-116-16-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	J.MARGANSKI - REG FEE FOR IL CHAPTER APO	03/14/2016	102422	75.00
116-116-16-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	J.MARGANSKI - REG FEE/L.BAGBY FOR IL CHAPTER APO	03/14/2016	102422	75.00
301-301-00-52099 - Other Contractual Services	3646 - HINSHAW AND CULBERTSON, LLP	Legal Services	04/13/2016	102429	65.50
302-302-00-54045 - Neighborhood Association	4412 - E & B GIFTS AND AWARDS	Plaques and Certificates for Stewardship Day	04/09/2016	102417	250.00
302-302-00-55012 - Improvements to Building	3992 - A & R MECHANICAL CONTRACTORS INC.	Hot Gas Bypass Replacement at City Hall	12/10/2015	102376	2,692.51
302-302-00-55017 - Computers	4092 - TYLER TECHNOLOGIES INC	Enterprise Resource Planning System	04/18/2016	102474	37,466.23
401-401-00-52099 - Other Contractual Services	5881 - WIPFLI LLP	Wage Comparability Study	04/11/2016	102484	41.65
401-401-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	Parts for Golf Cart	03/22/2016	102406	99.00
401-401-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	Parts for JD2500	04/19/2016	102406	101.83
401-401-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	Parts for Smithco Sprayer	04/13/2016	102406	11.00
401-401-00-53052 - Pro Shop Supplies	5014 - FIRST BANKCARD	B.BURTON- THERMAL PAPER	03/15/2016	102422	144.16
401-401-00-53099 - Other Commodities	103 - BIG R	Custodial Supplies	04/13/2016	102386	74.43
402-402-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	Uniforms	04/18/2016	102381	40.65
402-402-00-52011 - Maintenance of Building	COOLING	Mounted New Air Hose PW	04/10/2016	102450	132.00
402-402-00-52011 - Maintenance of Building	5119 - JOHN SHEPHERD PLUMBING	Backflow Test - 1155 E Voorhees	04/13/2016	102434	42.50
402-402-00-52011 - Maintenance of Building	663 - LINNE MACHINE CO., INC.	Materials & Labor to Mount Hose Reels	04/13/2016	102438	108.75
402-402-00-52015 - Maintenance of Vehicles	226 - COE EQUIPMENT INC	Parts for Unit #76	04/13/2016	102399	686.14
402-402-00-52015 - Maintenance of Vehicles	5794 - DEDICATED DIESEL SERVICE & REPAIR	Safety Inspection for Unit #76	04/13/2016	102414	40.00

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR APRIL 26, 2016

402-402-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	Tire Repair on Trailer	04/18/2016	102483	21.82
402-402-00-52016 - Maintenance of Other Equipment	226 - COE EQUIPMENT INC	Repair of Nozzle for Vactor	04/12/2016	102399	446.20
402-402-00-52022 - Engineering Services	4332 - BOLEN, ROBINSON AND ELLIS LLP.	Professional Services	04/12/2016	102389	117.00
402-402-00-52041 - Telephone	5629 - SCADATA,INC	Cellular Data	04/01/2016	102462	85.00
402-402-00-52044 - Maintenance of Sanitary	2937 - DRENNAN SEPTIC SERVICE INC.	Emergency manhole replacement at 404 W Winter	04/03/2016	102415	3,596.00
402-402-00-52044 - Maintenance of Sanitary	2937 - DRENNAN SEPTIC SERVICE INC.	Emergency vactor assitance	04/03/2016	102415	2,250.00
402-402-00-52044 - Maintenance of Sanitary	3959 - MIDWEST ASPHALT COMPANY	Spot Repair Logan Terrace	04/19/2016	102446	3,152.00
402-402-00-52099 - Other Contractual Services	5881 - WIPFLI LLP	Wage Comparability Study	04/11/2016	102484	153.56
402-402-00-53010 - Materials to Maintain Sewers	3168 - IMCO UTILITY SUPPLY CO	Stock Sanitary Manhole	04/14/2016	102431	265.00
402-402-00-53010 - Materials to Maintain Sewers	731 - SAND VALLEY SAND & GRAVEL	Top Soil for Restoration Woodbury & Harmon	04/08/2016	102461	239.12
402-402-00-53011 - Materials to Maintain Buildings	316 - DANVILLE PAPER & SUPPLY INC	Custodial Supplies	04/14/2016	102408	134.19
402-402-00-53015 - Materials to Maintain Vehicles	289 - DANVILLE TILE & DRAINAGE, INC.	Parts for Vactor #2	04/15/2016	102411	3.95
402-402-00-53015 - Materials to Maintain Vehicles	663 - LINNE MACHINE CO., INC.	Materials & Labor Unit #76	04/13/2016	102438	65.00
402-402-00-53016 - Materials to Maint other Equipment	1386 - SHERWIN WILLIAMS	Supplies for Trailer	04/01/2016	102466	37.12
402-402-00-53017 - Small Tools & Equipment	399 - FASTENAL COMPANY	Battery	04/04/2016	102420	113.99
402-402-00-53017 - Small Tools & Equipment	399 - FASTENAL COMPANY	Carry Bag	04/01/2016	102420	979.59
402-402-00-53024 - Gasoline	5014 - FIRST BANKCARD	R. GARCIA - FUEL TO BRING NEW SEWER TRUCK BACK TO DANVILLE	03/22/2016	102422	52.15
402-402-00-53024 - Gasoline	5014 - FIRST BANKCARD	R. GARCIA - FUEL TO PICK UP NEW SEWER DEPT TRUCKS	03/22/2016	102422	34.05
402-402-00-53099 - Other Commodities	103 - BIG R	Hoses for PW	04/13/2016	102386	24.99
402-402-00-53099 - Other Commodities	1867 - FERNANDO LOPEZ	Reimb for CDL	04/14/2016	102421	30.00
402-402-00-53099 - Other Commodities	2465 - DANVILLE RUBBER GROUP	Hose Reels for PW Shop	04/13/2016	102410	79.96
402-402-00-53099 - Other Commodities	4951 - FULL SOURCE LLC	Safety Vests	04/07/2016	102424	147.34
402-402-00-53099 - Other Commodities	4953 - MIDWEST CONSTRUCTION RENTALS INC	Hoses & Nozzles for Street & Sewer Crew	04/13/2016	102447	104.55
402-402-00-53099 - Other Commodities	4953 - MIDWEST CONSTRUCTION RENTALS INC	Lifting Rigging for Sewer Crew	04/14/2016	102447	568.44
402-402-00-53099 - Other Commodities	5014 - FIRST BANKCARD	R. GARCIA - BINDERS FOR STREETS/SEWERS	04/20/2016	102422	7.41
402-402-00-53099 - Other Commodities	5585 - SUPREME RADIO COMMUNICTIONS INC	Two way radios for units 28, 30 & 32	04/16/2016	102470	1,766.51
402-402-00-55014 - Office Equipment	184 - CDW GOVERNMENT INC	COMPUTER SUPPLIES	04/05/2016	102395	119.94
402-402-00-55014 - Office Equipment	184 - CDW GOVERNMENT INC	Havis Vehicle Port - PW	03/15/2016	102395	677.97
402-402-00-55016 - Other Capital Equipment	3840 - WASTEQUIP,LLC	Supplies for Toters	04/18/2016	102482	1,827.25
405-405-00-52011 - Maintenance of Building	COOLING	Mounted New Air Hose PW	04/10/2016	102450	132.00
405-405-00-52011 - Maintenance of Building	5119 - JOHN SHEPHERD PLUMBING	Backflow Test - 1155 E Voorhees	04/13/2016	102434	42.50
405-405-00-52011 - Maintenance of Building	663 - LINNE MACHINE CO., INC.	Materials & Labor to Mount Hose Reels	04/13/2016	102438	108.75
405-405-00-52015 - Maintenance of Vehicles	663 - LINNE MACHINE CO., INC.	Parts for Unit #95	04/13/2016	102438	75.00
405-405-00-52099 - Other Contractual Services	5881 - WIPFLI LLP	Wage Comparability Study	04/11/2016	102484	123.02
405-405-00-53011 - Materials to Maintain Buildings	316 - DANVILLE PAPER & SUPPLY INC	Custodial Supplies	04/14/2016	102408	134.19
405-405-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Credit for Returned Parts & Core	04/12/2016	102449	(563.01)
405-405-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Parts for unit #92	04/13/2016	102449	16.03

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR APRIL 26, 2016

405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	Credit for Returned Parts	04/07/2016	102459	(476.64)
405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	Credit for Returned Parts	04/11/2016	102459	(45.04)
405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	Credit for Returned Parts	04/14/2016	102459	(23.23)
405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	Engine camshaft and overhaul kit for Unit #93	03/17/2016	102459	8,550.05
405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	Parts for unit #92	04/12/2016	102459	379.67
405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	Parts for unit #92	04/14/2016	102459	355.52
405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	Parts for Unit #93	04/14/2016	102459	51.30
405-405-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	Parts for YW Site	04/12/2016	102406	37.19
405-405-00-53099 - Other Commodities	4951 - FULL SOURCE LLC	Safety Vests	04/07/2016	102424	147.34
405-405-00-53099 - Other Commodities	76 - B & D SALES AND SERVICE	Supplies for YW Site	04/14/2016	102384	11.94
501-501-00-54021 - Administrative Expenses	4706 - BENEFIT PLANNING CONSULTANTS	Monthly Flex & cobra - May 2016	04/12/2016	102385	337.40
604-604-00-54104 - Payment to Conventions	292 - DANVILLE AREA CONVENTION AND VISITOR'S BUREAU	HOTEL/MOTEL TAX RECEIPTED IN MAR 2016 FOR FEB 2016 LESS CC FEES	04/21/2016	102405	6,931.53
Grand Total					600,984.61

12-B

RESOLUTION NO. 2016-____

RESOLUTION ADOPTING HOUSING TASK FORCE REPORT

WHEREAS, the Engineering and Urban Services Department on behalf of the City of Danville has performed a review of housing issues in the City of Danville, the "Project"; and,

WHEREAS, the Project included numerous stakeholder meetings to identify issues, establish goals, and set recommendations for moving forward; and,

WHEREAS, the Project findings and recommendations are included in the Housing Task Force Report which has been on public display for review and comment since July 24, 2015; and,

WHEREAS, the City has held two public meetings to discuss the document and presented the Project to the City Council; and

WHEREAS, the Project recommendations include but are not limited to improving the supply of quality housing, replacing outdated public housing with alternative affordable housing solutions, working with Danville Housing Authority, completing a Neighborhood Wellness Analysis to identify transitioning neighborhoods, prevent the conversion of Single Family homes to Multi-Unit dwellings, developing a funding mechanism to address issues including blight removal, affordable housing development, and establishing green space; and,

WHEREAS, the City Council of the City of Danville supports the Project and findings and desires the Mayor and his designees to pursue and plan the implementation of the recommendations.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANVILLE, ILLINOIS, as follows:

SECTION 1. The City Council hereby adopts and approves the findings and recommendations included in the Housing Task Force Report.

SECTION 2. The City Council does and hereby directs the Mayor, and his designee, to pursue implementation of the recommendations including pursuit of funding, project design, ordinance updates, and other tasks required for implementation.

SECTION 3. The Mayor, and his designee, shall present plans for implementing recommendations to the City Council for approval as may be necessary or required.

SECTION 4. This Resolution shall take effect upon its passage and publication in pamphlet form.

PASSED this _____ day of _____ 2016, by __Ayes, __Nays, and __Absent.

APPROVED:_____
Mayor

ATTEST:_____
City Clerk

12-C

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 141 OF THE CITY CODE PERTAINING TO MAINTAINING PUBLIC NUISANCE

WHEREAS, Chapter 141 was enacted to address properties where certain offenses were occurring on a regular basis; and,

WHEREAS, Chapter 141 has been used with some effectiveness; and,

WHEREAS, Chapter 141 has been reviewed with regard to the offenses included and the process to be used to address those properties which may fall into the category of a public nuisance; and,

WHEREAS, Chapter 141 should be amended to more clearly specify which offenses are included and to more clearly describe the process concerning a nuisance property.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Danville, Illinois as follows:

SECTION 1: Chapter 141 shall be amended as follows, with underlining being additions and strikethroughs being deletions:

~~MAINTAINING PUBLIC NUISANCE~~

~~§ 141.01 MAINTAINING A PUBLIC NUISANCE.~~

~~Any premises used in the commission of offenses prohibited by Sections 9-1, 10-1, 10-2, 11-14, 11-15, 11-16, 11-17, 11-20.1, 12-5.1, 16-1, 20-2, 24-1, 24-3, 28-1, 28-3, 31-5, the "Cannabis Control Act" or the "Illinois Controlled Substances Act" of the Illinois Criminal Code (ILCS Ch. 720, Act 5 et seq.), or any other activity that constitutes a felony or misdemeanor under federal or state law, or §§ 132.02, 132.21, 133.01, 135.01, 135.02, 135.03, 136.02, 136.03, 138.01, 138.03, 138.11, 138.12, 139.02, 139.03, 140.02140.03 or Chapter 151 of the Code of Ordinances of the City of Danville, as they may be amended from time to time, is a public nuisance; provided that no public nuisance or violation of this chapter shall be deemed to exist unless (i) the premises is used for more than one such offense within any six month period, or (ii) the offense for which the premises is used is punishable by imprisonment for one year or more.~~

~~(Ord. 8076, passed 2-1-00; Am. Ord. 8268, passed 9-3-02)~~

~~§ 141.02 FINES.~~

~~Any person who owns, manages or controls any premises and who encourages or permits an illegal activity described in § 141.01 to occur or continue on such premises shall be subject to a fine of not less than $200 nor more than $1,000 for each offense plus costs and reasonable attorney fees. Each day that a violation of this section continues shall be considered a separate and distinct offense. A person may be found in violation of this section regardless of whether an order of abatement is issued under § 141.03 or whether a notice has been given under § 141.04. In addition to any fine imposed, the court may, without notice or~~

~~bond, enter a temporary restraining order or a preliminary injunction to enjoin any person from maintaining such nuisance and from removing or interfering with all property used in connection with the public nuisance. The court may further order that the premises be closed and secured against all use and occupancy for a period of not less than 30 days or may employ any other remedy deemed appropriate to abate the nuisance.~~
~~(Ord. 8076, passed 2-1-00)~~

~~§ 141.03 ORDER OF ABATEMENT.~~

~~The Director of the Department of Development Services or other authorized representative of the city may bring an action to abate a public nuisance described by this chapter. An order of abatement shall be issued whenever a person who owns, manages or controls any premises encourages or permits any of the illegal activity described in § 141.01 on those premises. The order of abatement shall require the taking of reasonable measures designed to prevent the reoccurrence of the illegal activity. Those measures may include, but are not limited to, making improvements to real estate and installing lighting to enhance security, the hiring of security personnel, the hiring of a receiver, or the initiation and execution of eviction proceedings against tenants engaged in illegal activity on the premises. The order of abatement may also authorize the issuance of ex parte administrative search warrants reasonably calculated to determine whether the nuisance has been abated or whether the order of abatement has been obeyed.~~
~~(Ord. 8076, passed 2-1-00)~~

~~§ 141.04 NOTICE OF PUBLIC NUISANCE.~~

~~Whenever the Director of the Department of Development Services, the chief of police or other authorized representative of the city reasonably believes that any premises constitutes a public nuisance as described in this chapter, he or she may give written notice to the person who owns or controls the premises stating that a nuisance exists and identifying reasonable abatement measures that must be taken within 30 days of a notice. The notice shall be in writing and may be served in person or sent by certified mail, return receipt requested. The notice shall provide the recipient a reasonable opportunity to meet with a representative of the city to discuss the allegations in the notice and the need for abatement measures. In any proceeding held according to this chapter, when the city establishes by a preponderance of the evidence that the premises for which a notice has been sent is a nuisance as described in this section, the failure to implement the abatement measures identified in the notice or subsequently agreed to within the 30 day period following the notice, or within any other agreed upon period, shall create a presumption that the person who owns, manages or controls the premises has encouraged or permitted illegal activity in violation of this chapter. The presumption may be rebutted only by a preponderance of the evidence.~~
~~(Ord. 8076, passed 2-1-00)~~

~~§ 141.05 DEFINITION.~~

~~For purposes of this section, "PREMISES" includes any parcel of property and the building or structure, if any, which is situated on the property, and any portion of the public way that abuts the parcel of property when it is used in conjunction with the abutting property for the commission of illegal activity.~~
~~(Ord. 8076, passed 2-1-00)~~

"CHRONIC NUISANCE PROPERTY

"141.01 Definitions

"(a) Chronic Nuisance Services. Chronic Nuisance Services means those actions included in an action plan described in Section 141.03 and any other action reasonably calculated to eliminate the nuisance on the property and to abate its continuance.

"(b) Nuisance activity. Nuisance activity means any activities relating to violations of the following, whenever engaged in by the property owner, agent, tenant, or invitee of the property owner, agent or tenant while on the property, including common areas of multi-family dwellings or on any area adjacent to the property:

"(1) City Code Chapter 167 – Property Maintenance Code
"(2) City Code Chapter 151 – Building Code
"(3) City Code Chapter 150 – Zoning Code
"(4) City Code Chapter 101 – Noise and Nuisances
"(5) City Code Section 133.01 – Disorderly Conduct
"(6) City Code Section 135.01 – Public Indecency
"(7) City Code Chapter 96 – Intoxicating Liquor
"(8) Illinois Statute Chapter 235 – Liquor
"(9) City Code Chapter 140 – Cannabis/Controlled Substances
"(10) Illinois Statute 720 ILCS 550/1 et seq – Illinois Cannabis Control Act
"(11) Illinois Statute 720 ILCS 570/100 et seq – Illinois Controlled Substances Act
"(12) City Code Chapter 139 – Drug Paraphernalia
"(13) City Code Chapter138 – Weapons
"(14) Illinois Statute 720 ILCS 5/24-1 – Unlawful Use of Weapons
"(15) City Code Chapter 136 – Gambling
"(16) Illinois Statute 720 ILCS 5/28-1 – Gambling
"(17) Illinois Statute 720 ILCS 5/28-3 – Keeping a Gambling Place
"(18) Illinois Statute 720 ILCS 5/16-14 – Theft of Utility Services
"(19) Illinois Statute 720 ILCS 5/16-30 – Identity Theft
"(20) City Code Section 135.04 – Prostitution
"(21) Illinois Statute 720 ILCS 5/11-14 – Prostitution
"(22) Illinois Statute 720 ILCS 5/11-16 – Pandering
"(23) Illinois Statute 720 ILCS 5/11-17 – Keeping a Place of Prostitution
"(24) City Code Section 131.01 – Assault
"(25) Illinois Statute 720 ILCS 5/12-1 – Assault
"(26) City Code Section 131.02 – Battery
"(27) Illinois Statute 720 ILCS 5/12-3 – Battery
"(28) Illinois Statute 720 ILCS 5/10-3 – Unlawful Restraint
"(29) Any other offense under state or federal that is punishable by a term of imprisonment exceeding one year.

"141.02 Pattern of Nuisance Activity

"(a) Pattern of Nuisance Activity Exhibited. Real property is deemed to exhibit a pattern of nuisance activity if:

"(1) The police department or other enforcement agency has or have responded to three (3) or more nuisance activities at a property other than a commercial business or alcoholic beverage establishment within 30 days;

"(2) The police department or other enforcement agency has or have responded to seven (7) or more nuisance activities at a property other than a commercial business or alcoholic beverage establishment within a six-month period;

"(3) The police department or other enforcement agency has or have responded to five (5) or more nuisance activities at a commercial business or alcoholic beverage establishment within 30 days or twenty (20) or more nuisance activities at the property within a six-month period.

"(4) The owner, manager, occupant or other person in control of the property fails to correct code violations by the time ordered by a City Administrative Adjudication Hearing Officer in any order entered pursuant to Chapter 42 of this Code; or,

"(5) as may otherwise be specifically provided in this Code.

"(b) Construction and Application. Pattern of Nuisance Activity must not be construed to include:

"(1) A nuisance activity where the property owner, agent, tenant or invitee of the property owner, agent or tenant is the victim of a crime, including domestic violence;

"(2) A nuisance activity that does not arise from the conduct of the property owner, agent, tenant or invitee of the property owner, agent or tenant; or,

"(3) A complaint or call for service to which the police department or other enforcement agency responded and determined that no violation was committed.

"141.03 Declaration of Chronic Nuisance Property; Action Plan.

"(a) Declaration of Chronic Nuisance Property. If a pattern of nuisance activity exists upon real property, the City may declare the property to be a chronic nuisance. The City must send notice to the property owner by certified mail, return receipt requested, and by first class mail to the address listed on the ad valorem tax roll. Notice must also be posted at the property where the nuisance activities occurred. The declaration of chronic nuisance property must contain at least the following information:

"(1) A reference to this chapter, Chronic Nuisance Property Code;

"(2) The address and parcel identification number of the property;

"(3) The dates the nuisance activities occurred at the property;

"(4) A description of the nuisance activities;

"(5) A statement that the property owner is required to provide the City with a written action plan outlining the specific measures that the property owner will take to curtail or eliminate the re-occurrence of nuisance activities on the property;

"(6) A statement that the action plan must be provided to the City no later than fifteen (15) days from the date of the declaration of chronic nuisance property;

"(7) A statement that failure to provide the City with a timely written action plan will result in a violation of this chapter and the entry of a chronic nuisance service order by a City Administrative Adjudication Hearing Officer;

"(8) A statement that the costs of any chronic nuisance services provided by the City to a property that has been declared to be a chronic nuisance will be charged to the property owner and be a lien on the real property.

"(b) Development of Action Plan. The property owner must provide the City with a written action plan outlining the specific measures that the owner will take to curtail or eliminate the re-occurrence of nuisance activities at the property. The property owner must provide the action plan to the City no later

than fifteen (15) days from the date of the declaration of chronic nuisance property. Failure to provide the City with a timely action plan constitutes a violation of this article.

"(c) Adequacy and implementation of Action Plan. If the City determines that the action plan is adequate to curtail or eliminate the re-occurrence of nuisance activities on the property, the City will notify the property owner by sending its determination by certified mail, return receipt requested, and first class mail. The City will establish a reasonable time period, not exceeding forty-five (45) days from the date that the action plan is determined to be adequate, for the property owner to implement the action plan. Failure to implement the action plan within the time period established by the City constitutes a violation of this chapter. If the property owner completes the action plan within the time period established by the City and the City issues a notice of completion, the declaration of chronic nuisance property will be closed and no further action would be required, except if the nuisance activity re-occurs whereupon the City could require that the property owner revise the action plan.

"(d) Revision of Inadequate Action Plan. If the City determines that the action plan is not adequate to curtail or eliminate the re-occurrence of the nuisance activities on the property, the City may require the property owner to revise the action plan and the City will notify the property owner by sending its determination by certified mail, return receipt requested, and first class mail. The property owner must provide a revised action plan to the City no later than ten (10) days from the date that the action plan is determined to be inadequate. Failure to revise the action plan or to provide the City with a timely revised action plan constitutes a violation of this article. The provision of an inadequate action plan on three (3) consecutive occasions constitutes a violation of this chapter and may result in the entry of a chronic nuisance service order against the property.

"(e) Factors determining adequacy of action plan. Factors to be considered in determining the adequacy of an action plan may include, but are not limited to:

"(1) Commencement of an eviction action to remove from the property those individuals engaged in the nuisance activity;

"(2) Implementation of crime prevention through environmental design (CPTED) measures;

"(3) Frequency of site visits and inspections at various times of both day and night;

"(4) Hiring of property management;

"(5) Hiring of private security;

"(6) Installation of security cameras;

"(7) Use of written lease agreement;

"(8) Criminal background checks for prospective tenants and lease renewals;

"(9) Posting "No Trespassing" signs at the property and execution of a "no trespass affidavit" authorizing the police department to act as an agent of the property owner to enforce trespass statutes or ordinances on the property;

"(10) Regular requests for offense and incident reports relating to the property that are available through the records custodian of the police department records division;

"(11) Written documentation of all efforts to curtail or eliminate the re-occurrence of nuisance activities on the property;

"(12) Any other action that the City determines is reasonably sufficient to curtail or eliminate the re-occurrence of nuisance activities on the property.

"141.04 Notice of Violation

"(a) If the property owner fails to satisfy any requirement of this article, the City must notify the property owner by certified mail, return receipt requested, and first class mail to the address listed on the ad valorem tax roll.

"(b) The notice of violation must also be posted at the property where the nuisance activities occurred. The notice of violation must contain at least the following information:

"(1) The address and parcel identification number of the property;

"(2) A description of the facts constituting a violation of this chapter;

"(3) A statement that the property has been declared to be a chronic nuisance;

"(4) A statement that unless the property owner files a timely request for hearing pursuant to Section 141.05, the property owner is deemed to have waived the right to contest the notice of violation; and

"(5) A statement that the costs of any unpaid chronic nuisance services provided by the City will be charged to the property owner and be a lien against the real estate.

"141.05 Request for Hearing

"(a) Request for Hearing. A property owner may request a hearing before a City Administrative Adjudication Hearing Officer upon receipt of a declaration of chronic nuisance property or notice of violation regarding the action plan. A request for hearing must be filed with the City Clerk and must:

"(1) Be in writing;

"(2) Provide a short, plain statement identifying the factual, procedural or legal error upon which the request for hearing is based; and

"(3) Include a copy of the declaration of chronic nuisance property or notice of violation.

"(b) Time for filing a request for hearing. A request for hearing must be filed with the City within fifteen (15) days from the date of the declaration of chronic nuisance property or fifteen (15) days from the date of the notice of violation regarding the action plan.

"(c) Waiver of right to contest. If the owner of a chronic nuisance property fails to file a timely request for hearing, the property owner is deemed to have waived the right to contest the declaration of chronic nuisance property or notice of violation.

"(d) Hearing. Upon receipt of a timely request, the City must schedule a hearing. The hearing is limited to a review of the record or evidence upon which the City based its declaration of chronic nuisance property, including any evidence submitted by the property owner to rebut the City's evidence; or notice of violation regarding the action plan.

"(e) Decision. After reviewing the record and evidence upon which the City based its determination and the evidence submitted by the property owner, the Hearing Officer must either uphold or reject the declaration of chronic nuisance property or notice of violation regarding the action plan, as appropriate. The decision of the Hearing Officer must be in writing and is deemed final. If the Hearing Officer upholds the notice of violation, the Hearing Officer must immediately enter a chronic nuisance service order under Section 141.06. If the Hearing Officer rejects the notice of violation, the Hearing Officer must identify the factual, procedural, or legal error upon which the decision is based. Notwithstanding, the property owner must submit and implement an action plan under Section 141.03 if the Hearing Officer finds that a pattern of nuisance activity occurred at the property.

"141.06 Entry of Chronic Nuisance Service Order

"(a) Chronic Nuisance Service Order. If a timely request for hearing has not been filed under Section 141.05 and a notice of violation has been issued, the Hearing Officer must enter a chronic nuisance service order. If the Hearing Officer upholds the declaration of chronic nuisance property or determines after a hearing that there has been a failure to provide or implement an adequate action plan, the Hearing Officer must enter a chronic nuisance service order. The City must send a copy of the chronic nuisance service order to the property owner by certified mail, return receipt requested, and first class mail to the address listed on the ad valorem tax roll. The chronic nuisance service order must:

"(1) Enter findings of fact establishing a pattern of nuisance activity and violation of this chapter;

"(2) Authorize the City to provide chronic nuisance services to the property;

"(3) Authorize the City to bill the costs of any chronic nuisance services to the owner of the chronic nuisance property;

"(4) Provide for the mailing of a copy of the chronic nuisance service order by certified mail, return receipt requested, and first class mail to any mortgagee of record. Failure to provide a copy of a chronic nuisance service order to a mortgagee of record does not operate to release or discharge any obligation under this chapter or otherwise affect the validity of a chronic nuisance service order;

"(5) Provide for recording a certified copy of the chronic nuisance service order in the public records; and,

"(6) Provide for continuing jurisdiction over the chronic nuisance property.

"(b) Duration of Chronic Nuisance Service Order. The chronic nuisance service order entered in accordance with this section shall terminate if there have been no nuisance activities at the property for a period of one year.

"141.07 Abatement of chronic nuisances; provision of services; apportionment.

"(a) Abatement by City. The City may abate chronic nuisances on real property by providing chronic nuisance services to curtail or eliminate the re-occurrence of nuisance activities. The costs of these chronic nuisance services shall be billed to the property owner under Section 104.08 and these costs may be collected by the City by any legal means. Failure to comply with Section 104.08 does not excuse payment of the debt and may be cured by complying with Section 104.08 or evidence of actual notice of the claim.

"(b) Apportionment. Chronic nuisance service costs shall be entirely apportioned to the assessed real property receiving the chronic nuisance services.

"141.08 Billing of costs; Notice of Delinquency.

"(a) Billing of chronic nuisance service costs. The City may bill all chronic nuisance service costs to the owner of the chronic nuisance property by sending a bill certified mail, return receipt requested, and first class mail to the address listed on the ad valorem tax roll. The bill must contain at least the following information:

"(1) The address and parcel identification number of the chronic nuisance property;

"(2) The date of each chronic nuisance service;

"(3) A brief description of each chronic nuisance service;

"(4) The total costs of each chronic nuisance service;

"(5) A statement that the total amount of the bill must be paid to the City within 30 days from the date of the bill and that any chronic nuisance service cost which has not been paid within 30 days from the date of the bill is delinquent.

"(6) A statement that any unpaid chronic nuisance service cost shall be a lien against the property.

"(b) Notice of Delinquency. The property owner must pay the total amount of the bill to the City within 30 days from the date of the bill. Any chronic nuisance service cost which has not been paid within 30 days from the date of the bill is delinquent. If the property owner fails to pay the total amount of the bill within 30 days from the date of the bill, the City may notify the property owner of the delinquency. The City must send the notice of delinquency by certified mail, return receipt requested, and first class mail to the address listed on the ad valorem tax roll and the notice of delinquency must contain at least the following information:

"(1) The address and parcel identification number of the property;

"(2) The amount of the delinquent billings, specifying each chronic nuisance service cost and the total of all chronic nuisance service costs incurred;

"(3) A statement that any unpaid chronic nuisance service costs shall be a lien against the property.

"(c) Construction of Chronic Nuisance Service Cost. Chronic nuisance service costs must not include any amount attributable to general law enforcement activities or the general enforcement of municipal codes upon a property that has not been declared by the City to be a chronic nuisance and that has not received a chronic nuisance service order from a Hearing Officer.

"141.09 Method of notice; construction

"(a) Notice. Whenever required, notice may be:

"(1) Delivered personally, with a certificate of service; or

"(2) Sent by first-class mail, or by Federal Express or UPS addressed to the last known address listed on the ad valorem tax roll.

"Notice must be posted at the property where the nuisance activities occurred.

"(b) Notice is final immediately upon posting, personal service and three days after posting in the United States mail or with Federal Express or UPS.

"(c) Construction of Notice of Violation. A property owner is deemed to have notice of a nuisance activity if that property owner: (1) has actual knowledge of the nuisance activity; (2) has received notice of the nuisance activity; (3) has reason to know about the nuisance activity; (4) knows about a fact or facts related to the nuisance activity; or, (5) is able to ascertain the existence of a nuisance by inspecting the property or by checking an official filing or record. The lack of knowledge of, acquiescence or participation in, or responsibility for a nuisance activity on the part of the property owner is not a defense to any enforcement of this chapter.

"141.10 Change in title to chronic nuisance property.

"(a) Purchase at judicial sale; tax deed. Every purchaser of a chronic nuisance property at judicial sale upon a final judgment of foreclosure and every person or entity which receives a tax deed to a chronic nuisance property must provide the City with an action plan and implement an action plan no later than 45 days from acquiring the property.

"(b) Receivership. Every trustee or receiver of a chronic nuisance property appointed after the entry of a chronic nuisance service order must provide the City with an action plan and implement the action plan no later than 45 days from the date of appointment as trustee or receiver over the property.

"(c) Probate. Every personal representative of an owner of a chronic nuisance property must provide the City with an action plan and implement an action plan no later than 45 days from the date of appointment. If the owner of the chronic nuisance property died intestate, beneficiaries of the estate must provide the City with an action plan and implement an action plan within 45 days of the City notifying any of the beneficiaries.

"(d) Other changes in title to chronic nuisance property. An arms-length purchaser of a chronic nuisance property that has purchased the property after entry of a chronic nuisance service order for the property has 45 days from the date of closing or recording of the order, whichever occurs last, to provide the City with an action plan and implement the action plan.

"141.11 Construction of chapter

"(a) Authority to act. This chapter shall not be construed to limit the City's authority to act under its Building Code or Property Maintenance Code.

"(b) Imposition of administrative fines or penalties. The chapter shall not be construed to limit the City from imposing administrative fines or any other penalties afforded within the City Code.

SECTION 2: This amendatory Ordinance shall be effective ten (10) days after its passage, approval and publication in pamphlet form.

PASSED this ____ day of _____, 20___, by _____ ayes, _____ nays and _____ absent.

APPROVED:

By:_____
Mayor

ATTEST:

By:_____
City Clerk

12-D

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 163 OF THE CITY CODE PERTAINING TO RENTAL HOUSING REGISTRATION

WHEREAS, a Housing Task Force was recently assembled by the staff of the Engineering and Urban Services Department to review and address the major housing issues facing the community; and

WHEREAS, the Housing Task Force subsequently assembled a Housing Strategy Report for the City that examined existing issues and trends in regards to the community's housing and established a vision, goals and objectives for the future of the community's housing and proposed recommendations to achieve the stated goals and objectives; and

WHERAS, that Housing Task Force Housing Strategy Report was recently accepted and adopted by the City Council; and

WHEREAS, within the adopted Housing Strategy Report the substandard condition of the existing housing stock and, in particular the renter occupied housing stock, was identified as a significant issue and improving the overall physical condition of the housing stock and increasing housing values were established as priority goals; and

WHEREAS, the Housing Strategy Report recommended a number of changes to the City's rental housing registration program in order to accomplish the stated goals and objectives of the Report; and

WHEREAS, City staff has had meetings and discussions with various community members including both landlords and tenants to make them aware of the proposed changes; and,

WHEREAS, after conducting a comprehensive review of the existing rental housing registration code, the City desires to adopt updated regulations for rental housing registration.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Danville, Illinois as follows:

SECTION 1: Chapter 163 is hereby amended as follows, with underlining being additions and strikethroughs being deletions:

CHAPTER 163. RENTAL HOUSING REGISTRATION

§ 163.01 INTRODUCTION; PURPOSE.

It is the intention of the city to take steps that will improve the livability and valuation of the city's housing stock and to promote revitalization of the city's neighborhoods. Studies have shown that rental housing tends to generate a disproportionately high level of code violations and code enforcement problems. Inspecting rental housing and requiring compliance with the minimum level of housing standards contained in the Property Maintenance Code, as adopted by the city, shall help reduce housing deterioration in the city's neighborhoods and will promote revitalization. With this in mind, this chapter sets forth a rental housing registration and inspection program.

(Ord. 7790, passed 11-7-95; Am. Ord. 8074, passed 2-1-00; Am. Ord. 8569, passed 1-2-08)

§ 163.02 DEFINITIONS.

(A) General guidelines. The Property Maintenance Code, as adopted in Chapter 167~~§ 151.04~~, shall be the source of definitions affecting the provisions of this chapter unless specifically provided hereinafter in this section. When conflicts occur, definitions provided in the Property Maintenance Code shall apply.

(B) For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

~~"CERTIFICATE OF REGISTRATION." A written document, signed by the Code Official, certifying that a rental dwelling is registered pursuant to this chapter.~~

"CODE OFFICIAL." The Director of the city's Department of Engineering & Urban Services ~~Public Development~~, or his/her designee.

"DWELLING." (See Property Maintenance Code).

"OWNER." Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person and the executor or administrator of the estate of such person if ordered to take possession of real property by a court having jurisdiction.

"OWNERSHIP; CHANGE IN." Change of owners as described herein, in addition to any sale by contract whether recorded or not, and any transfer of property title or rights to property whether or not remuneration is provided.

"LOCAL REPRESENTATIVE." Designee, provided at time of registration by the owner of a rental dwelling, having sufficient authority to act on behalf of the owner concerning a rental dwelling unit.

"REGISTRATION CERTIFICATE." A written document, signed by the Code Official, certifying that a rental dwelling is registered pursuant to this chapter.

"RENTAL DWELLING." A dwelling unit which is not owner-occupied and which is rented, offered for rent, loaned, let or hired out by any person to any other person including a dwelling unit being sold on contract, regardless of whether or not that contract has been recorded.

(Ord. 7790, passed 11-7-95; Am. Ord. 8569, passed 1-2-08; Am. Ord. 8634, passed 2-3-09)

§ 163.03 REGISTRATION OF RENTAL DWELLINGS REQUIRED.

(A) It shall be unlawful for anyone to own a rental dwelling within the city unless said dwelling has been registered with the Code Official according to the provisions of this chapter. Owners of any rental dwelling shall register their dwelling(s) and provide the information required on forms provided by the Code Official. The City may give notice to owners requiring registration but the obligation to register rests with the owner of the dwelling regardless if notification is received. Owners shall be required to provide tenant information to the Code Official upon request.

(B) Owners of hotels or other similar dwellings that are otherwise licensed or registered by the city shall not be required to register or pay any registration fees provided herein.

(C) Nursing Homes, Assisted Living Facilities, Community Residences, and Group Homes as defined in the Danville Zoning Ordinance; and Public Housing owned by a governmental agency shall not be subject to the requirements of this Chapter.

(Ord. 7790, passed 11-7-95; Am. Ord. 8074, passed 2-1-00; Am. Ord. 8569, passed 1-2-08)

§ 163.04 REGISTRATION; PERIOD; FEES.

(A) All rental dwellings shall be registered on January 1 of each year. The registration period shall be January 1 through December 31 of each year. Any registration certificate which may be issued after January 1 of any given year shall be valid only through December 31 of that year.

(B) The registration fee shall be $15 per unit. The registration fee shall not be prorated for any portion of a year.

(C) The registration fee shall be payable upon filing the registration form with the Code Official.

(D) Reasons for Denial. The Code Official may withhold the issuance of a registration certificate if the rental dwelling is not ready or available for occupancy. If the rental dwelling is being constructed or remodeled, the registration shall not be issued until the rental dwelling has received a Certificate of Occupancy. If a Certificate of Occupancy is not issued within 90 days after the application is filed, the registration may be voided. If voided, no refund of the registration fee shall be made. The Code Official may also withhold issuance of a registration certificate if the applicant has had a previous registration certificate revoked.

(Ord. 7790, passed 11-7-95; Am. Ord. 8569, passed 1-2-08; Am. Ord. 8673, passed 12-1-09)

§ 163.05 APPLICATION REQUIREMENTS.

(A) The registration shall be submitted on forms provided by the Department and shall include the following information:
  (1) The address of the rental dwelling and number of rental dwelling units in the rental dwelling;
  (2) The name, street address, telephone numbers, and email address of the owner or owners;
  (3) The name, street address, telephone numbers, and email address of the local representative if applicable;
  (4) The name, street address, telephone numbers, and email address of the contract buyer if applicable;
  (5) Owners or designees signature and date of submittal.

§ 163.~~05~~06 RESPONSE TIME; LOCAL REPRESENTATIVE; CHANGE OF REP.

(A) Any owner, local representative, or designee shall be required to respond and meet with the Code Official or other city officials in person within four~~one~~ hours of being notified of the need for such meeting in an emergency situation and within twenty-four hours of being notified of the need for such

meeting in a non-emergency situation. Any owner who cannot meet this obligation shall provide a local representative~~, having sufficient authority to act on behalf of the owner,~~ capable of meeting the obligation.

(B) Upon any change in the local representative of a specific rental dwelling, the owner shall be required to notify the Department within 30 days.

(Ord. 7790, passed 11-7-95; Am. Ord. 8569, passed 1-2-08)

§ 163.~~06~~07 CHANGE OF OWNERSHIP.

Upon any change in ownership of a specific rental dwelling the new owner shall be required to re-register said dwelling within 30 days of purchase. Re-registrations shall comply with all the requirements of this chapter including the payment of applicable registration fees.

(Ord. 7790, passed 11-7-95; Am. Ord. 8569, passed 1-2-08)

§ 163.~~07~~08 VIOLATION OF REGISTRATION PROVISIONS.

Any owner found to have failed to register a rental dwelling unit pursuant to Section 163.04 ~~be in violation of the registration requirements of this chapter~~ shall be required to pay a penalty~~an involuntary registration fee~~ of $200 per unregistered unit in addition to the registration fee. ~~Said involuntary registration fee shall be in addition to any other penalty provided in § 163.99~~. In addition to any fees or other penalties~~y~~, any violation of the registration requirements of this chapter shall result in the unregistered unit or units being subject to an inspection of the interior of such unit or units. All fees and penalties due on a rental dwelling unit must be paid in full prior to issuance of a registration certificate.

(Ord. 7790, passed 11-7-95; Am. Ord. 8569, passed 1-2-08)

§ 163.~~08~~09 INSPECTION SCHEDULE ESTABLISHED.

Once a rental dwelling is registered, said dwelling shall be placed on a schedule for an exterior inspection by the Code Official. The specific schedule shall be determined by the Code Official.

(Ord. 7790, passed 11-7-95; Am. Ord. 8074, passed 2-1-00; Am. Ord. 8569, passed 1-2-08)

§ 163.~~09~~10 COMPLAINTS.

No provision of this chapter shall prohibit the Code Official from scheduling an inspection or re-inspection, whether external or internal, based upon a complaint.

(Ord. 7790, passed 11-7-95; Am. Ord. 8074, passed 2-1-00; Am. Ord. 8569, passed 1-2-08)

§ 163.11 OUTSTANDING CODE VIOLATIONS.

(A) Any rental dwelling with the following level one code violations identified in Section 106 of the International Property Maintenance Code categorized as: "Structural Defects", "Electrical Systems", "Plumbing Systems", "Heating Systems", or other structure-related violation, such as a broken window, that, if left unabated, could lead to serious interior violations, that is in existence and not addressed within ten calendar days after receiving initial notice of said violation may authorize the Code Official to schedule and conduct an interior inspection or re-inspection of the rental dwelling units on that property. Sufficient notification is considered either a phone call, electronic transmission, or first class standard mail with notification considered beginning three days from the date printed on the letter.

(B) If two or more level one code violations, as identified in subsection A above, are found to exist within a calendar year on a property containing rental dwelling units this may authorize the Code Official to schedule and conduct an interior inspection or re-inspection of the rental dwelling units on that property.

§ 163.~~10~~12 INSPECTION.

(A) If a rental dwelling is occupied, the Code Official shall contact the occupant to schedule the inspection of said dwelling and shall notify the owner of the date and time of such inspection. On the specified~~agreed~~ date at ~~and~~ the specified time, the occupant shall provide access to the Code Official for the inspection. If the occupant fails to provide access, the Code Official shall obtain an administrative search warrant to conduct the inspection.

(B) If a rental dwelling is unoccupied, the Code Official shall contact the owner of said dwelling to schedule the inspection. On the specified~~agreed~~ date at ~~and~~ the specified time, the owner shall provide access to the Code Official for the inspection. If the owner fails to provide access, the Code Official shall obtain an administrative search warrant to conduct the inspection.

(C) The scope of an inspection performed pursuant to this chapter shall be limited to the minimum housing standards set forth in the Property Maintenance Code, as adopted by the city. The Property Maintenance Code, as adopted by the city, shall act as the basis~~a guideline~~ for the Code Official in determining whether code violations exist.

(D) In the case of a multi-family rental dwelling, the Code Official shall determine which units to inspect.

(E) Upon completion of an inspection performed pursuant to this chapter, the Code Official shall prepare a written inspection report. Said report shall include, but not necessarily be limited to, the following information:

(1) Address of the rental dwelling inspected;
(2) Name of the owner of such dwelling;
(3) Date of the inspection;
(4) List of all code violations;
(5) Name of the person responsible for removing the code violations.~~; and,~~
(6) ~~A deadline for removing each of the code violations.~~

(Ord. 7790, passed 11-7-95; Am. Ord. 8074, passed 2-1-00; Am. Ord. 8569, passed 1-2-08)

§ ~~163.11 REMEDIAL ACTION.~~

~~(A) The Code Official shall provide a copy of the inspection report, within five business days of the inspection, to the person responsible for removing or abating the code violations. If the responsible party is not the owner, a copy shall also be provided to the owner.~~

~~(B) If the person responsible for removing the code violations is unable to remove them within the time specified in the inspection report, he or she must contact the Code Official to request an extension of time to remove the violations. The Code Official may grant an extension of time, for good cause shown. The extension period shall be as determined by the Code Official and shall take into consideration the nature of the violation(s). No extension period shall be longer than six months.~~

(Ord. 8074, passed 2-1-00; Am. Ord. 8569, passed 1-2-08)

§ 163.~~12~~13 REGISTRATION CERTIFICATE.

(A) Issuance.

(1) Upon registration, a registration certificate shall be issued by the Code Official for the rental dwelling unit registered.

(2) Said certificate shall be valid through December 31 of the year in which the certificate is issued, unless a change of ownership of the rental dwelling occurs or the certificate is terminated pursuant to subsection (B).

(B) ~~Termination~~Revocation.

(1) The Code Official may revoke ~~terminate~~ a previously issued registration certificate under any of the following conditions:

(a) An inspection performed based upon a complaint reveals violations that constitute a threat to the health, safety or welfare of the occupant(s); or

(b) A re-inspection reveals violations that constitute a threat to the health, safety or welfare of the occupant(s); or

(c) The owner is ~~cited~~ convicted for maintaining a public nuisance pursuant to Chapter 141 of this Code.

(d) If level one code violations, as depicted in 163.11, result in a conviction after an administrative adjudication hearing or court hearing.

(2) The holder of the registration certificate may appeal the decision of the Code Official to revoke the registration certificate pursuant to Chapter 164.

(~~2~~3) If a condition described above exists which results in ~~would warrant~~ the revocation ~~termination~~ of a registration certificate, the Code Official may seek an order to have the rental dwelling vacated of all occupants within 30 days once a registration is revoked.

(Ord. 7790, passed 11-7-95; Am. Ord. 8569, passed 1-2-08)

§ 163.~~13~~14 STATUS REPORT UPON SALE OR EXCHANGE OF DWELLING.

Prior to the sale or exchange of ownership of any rental dwelling, the owner thereof shall deliver a copy of the most recent inspection report, if any, to the buyer of such dwelling prior to the consummation of the sale thereof.

(Ord. 7790, passed 11-7-95; Am. Ord. 8074, passed 2-1-00; Am. Ord. 8569, passed 1-2-08)

§ 163.99 PENALTY.

Any person found guilty of violating any provision of this Chapter shall, in addition to any other penalty provided in this Chapter, be fined not less than $100 nor more than $2,500 for each offense. Each day a violation continues shall be deemed a separate offense. In addition to any fine imposed under this chapter, the offender shall be ordered to pay all of the costs and fees incurred by the City in prosecuting the violation, which shall include but not be limited to the costs associated with an administrative adjudication proceeding or circuit court proceeding, and reasonable attorney's fees.~~Penalties sought in relationship to the provisions of this chapter shall be in accordance with the penalty section of the Property Maintenance Code adopted in Chapter 151 of this code of ordinances.~~

(Ord. 7790, passed 11-7-95; Am. Ord. 8074, passed 2-1-00; Am. Ord. 8569, passed 1-2-08)

SECTION 2: This amendatory Ordinance shall be effective ten (10) days after its passage, approval and publication in pamphlet form.

PASSED this ____ day of _____, 20___, by _____ ayes, _____ nays and _____ absent.

APPROVED:

By:_____
Mayor

ATTEST:

By:_____
City Clerk

12-E

RESOLUTION NO._____

A RESOLUTION AUTHORIZING DANVILLE PUBLIC BUILDING COMMISSION TO PURCHASE COMPUTER EQUIPMENT AT THE PUBLIC SAFETY BUILDING

WHEREAS, the Danville Public Building Commission operates, maintains and provides maintenance of equipment for the Public Safety Building in accordance with a lease agreement between the City of Danville and the County of Vermilion; and,

WHEREAS, there is certain equipment deemed necessary and essential by the City of Danville to the Public Safety Building; and,

WHEREAS, replacing 12 computers and monitors, 4 printers and server for the Vermilion County Sheriff's Department of the Public Safety Building is deemed essential and necessary for the continued operation of the Public Safety Building; and,

WHEREAS, it is necessary to budget the sum of $24,000.00 for the project.

NOW, THEREFORE, BE IT RESOLVED that the City of Danville hereby requests the Danville Public Building Commission to replace 12 computers and monitors, 4 printers and server for the Vermilion County Sheriff's Dept. of the Public Safety Building,

BE IT FURTHER RESOLVED, the Danville Public Building Commission is hereby authorized to replace 12 computers and monitors, 4 printers and server for the Vermilion County Sheriff's Dept at a sum not to exceed $24,000.00 with funding to come from the Danville Public Safety Building Maintenance Account budget.

PASSED, this ____ day of _____, 2016, by____ Ayes, ____Nays, and ____ Absent.

APPROVED:

BY: _____
Mayor

ATTEST:

BY:_____
City Clerk

12-F

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING DANVILLE PUBLIC BUILDING COMMISSION TO UPGRADE TOWER GROUNDING AT THE PUBLIC SAFETY BUILDING

WHEREAS, the Danville Public Building Commission operates, maintains and provides maintenance of equipment for the Public Safety Building in accordance with a lease agreement between the City of Danville and the County of Vermilion; and,

WHEREAS, there is certain equipment and maintenance deemed necessary and essential by the City of Danville to the Public Safety Building; and,

WHEREAS, Updating the Tower Grounding at the Public Safety Building is deemed essential and necessary for the continued operation of the Public Safety Building; and,

WHEREAS, it is necessary to budget the sum of $40,000.00 for the project.

NOW, THEREFORE, BE IT RESOLVED that the City of Danville hereby requests the Danville Public Building Commission to upgrade the tower grounding at the Public Safety Building.

BE IT FURTHER RESOLVED, the Danville Public Building Commission is hereby authorized to update the tower grounding at the Public Safety Building at a sum not to exceed $40,000.00.

PASSED, this ___ day of _____, 2016, ___Ayes, ___Nays, ___Absent

APPROVED

BY: _____
Mayor

ATTEST:

_____
City Clerk

12-G

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING DANVILLE PUBLIC BUILDING COMMISSION TO ENGAGE ENGINEERING SERVICES FOR REPLACEMENT OF GENERATOR AND POWER PANEL AT THE PUBLIC SAFETY BUILDING

WHEREAS, the Danville Public Building Commission operates, maintains and provides maintenance of equipment for the Public Safety Building in accordance with a lease agreement between the City of Danville and the County of Vermilion; and,

WHEREAS, there is certain equipment and maintenance deemed necessary and essential by the City of Danville to the Public Safety Building; and,

WHEREAS, Engaging Engineering Services for the Replacement of the Generator and the Power Panel at the Public Safety Building is deemed essential and necessary for the continued operation of the Public Safety Building; and,

WHEREAS, it is necessary to budget the sum of $44,000.00 for the project.

NOW, THEREFORE, BE IT RESOLVED that the City of Danville hereby requests the Danville Public Building Commission to Engage Engineering Services for the Replacement of the Generator and the Power Panel at the Public Safety Building,

BE IT FURTHER RESOLVED, the Danville Public Building Commission is hereby authorized to Engage Engineering Services for the Replacement of the Generator and the Power Panel at the Public Safety Building at a sum not to exceed $44,000.00.

PASSED, this __ day of _____, 2016, by ___Ayes, ___Nays, ___Absent

APPROVED

BY:_____
Mayor

ATTEST:

_____
City Clerk

12-H

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING DANVILLE PUBLIC BUILDING COMMISSION TO UPGRADE CITY/COUNTY RADIO SYSTEM FOR VERMILION COUNTY SHERIFF DEPARTMENT AND DANVILLE POLICE DEPARTMENT

WHEREAS, the Danville Public Building Commission operates, maintains and provides maintenance of equipment for the Public Safety Building in accordance with a lease agreement between the City of Danville and the County of Vermilion; and,

WHEREAS, there is certain equipment and maintenance deemed necessary and essential by the City of Danville to the Public Safety Building; and,

WHEREAS, Upgrading the City/County Radio System for the Vermilion County Sheriff Dept and the Danville Police Dept at the Public Safety Building is deemed essential and necessary for the continued operation of the Public Safety Building; and,

WHEREAS, it is necessary to budget the sum of $100,000.00 for the project.

NOW, THEREFORE, BE IT RESOLVED that the City of Danville hereby requests the Danville Public Building Commission to upgrade the City/County Radio System for the Vermilion County Sheriff Dept and the Danville Police Dept.

BE IT FURTHER RESOLVED, the Danville Public Building Commission is hereby authorized to update the City/County Radio System for the Vermilion County Sheriff Dept and the Danville Police Dept at a sum not to exceed $100,000.00.

PASSED, this ___ day of _____, 2016, by ___Ayes, ___Nays, ___Absent

APPROVED

BY: _____
Mayor

ATTEST:

_____
City Clerk

12-1

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING DANVILLE PUBLIC BUILDING COMMISSION TO UPGRADE CITY/COUNTY/JDC MOBILE RADIOS FOR VERMILION COUNTY SHERIFF DEPARTMENT AND DANVILLE POLICE DEPARTMENT

WHEREAS, the Danville Public Building Commission operates, maintains and provides maintenance of equipment for the Public Safety Building in accordance with a lease agreement between the City of Danville and the County of Vermilion; and,

WHEREAS, there is certain equipment and maintenance deemed necessary and essential by the City of Danville to the Public Safety Building; and,

WHEREAS, Upgrading the City/County/JDC Mobile Radios for the Vermilion County Sheriff Dept and the Danville Police Dept at the Public Safety Building is deemed essential and necessary for the continued operation of the Public Safety Building; and,

WHEREAS, it is necessary to budget the sum of $122,500.00 allocated at $95,000.00 as City/County and $27,500.00 as JDC for this project for the project.

NOW, THEREFORE, BE IT RESOLVED that the City of Danville hereby requests the Danville Public Building Commission to upgrade the City/County/JDC Mobile Radios for the Vermilion County Sheriff Dept and the Danville Police Dept.

BE IT FURTHER RESOLVED, the Danville Public Building Commission is hereby authorized to update the City/County/JDC Mobile Radios for the Vermilion County Sheriff Dept and the Danville Police Dept at a sum not to exceed $122,500.00 allocated at $95,000.00 as City/County and $27,500.00 as JDC for this project.

PASSED, this ___day of _____, 2016, by ___Ayes, ___Nays, ___Absent

APPROVED

BY:_____
Mayor

ATTEST:

_____
City Clerk

12-J

RESOLUTION NO._____

A RESOLUTION AMENDING THE FINANCE DIVISION BUDGET (011)

WHEREAS, enough funds were not budgeted for the City program that offered a Health insurance incentive to employees whose spouse or children were covered on another plan and chose not to put them on our plan; and

WHEREAS, during the budget process the wrong amount was entered for the cost of the City Auditing for the 2015-2016 Fiscal Year; and

WHEREAS, during the 2015-16 Fiscal Year the implementation of GASB 67 required additional Police and Fire Pension reporting, thereby increasing the cost of the Actuarial Study by $1,400.00; and

WHEREAS, a budget amendment is needed to effectively account for these expenditures.

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

1. The FY 2015-16 Finance Division budget be amended as follows:

EXPENDITURES

INCREASE	001-011-00-51008	Group Insurance	$3,500.00
INCREASE	001-011-00-52021	Auditing	$1,800.00
INCREASE	001-011-00-52034	Actuarial Expense	$1,400.00
		Total	$6,700.00

2. Funds for this budget amendment shall from the General Fund Reserve.
3. The Mayor and City Comptroller shall be authorized to execute all documents.
4. This resolution shall take effect upon its passage and publication.

PASSED this _____day of _____2016, by _____Ayes, _____Nays, _____Absent

APPROVED:

BY:_____
Mayor

ATTEST:

BY:_____
City Clerk

12-K

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A BUDGET AMENDMENT FOR THE PUBLIC AFFAIRS DIVISION BUDGET (013) - 2

WHEREAS, a budget amendment, which was done in March in the amount needed for Health Insurance, was incorrect and additional funds are needed; and

WHEREAS, the City has not received funds from the State of Illinois for the "Kid's Can't Buy Em Here" grant; and

WHEREAS, this year we budgeted $4,000.00 and actually expended $5,034.94; and

WHEREAS, in order to effectively account for expending the funds from the 2015-2016 Annual Budget, a budget amendment is needed.

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

1. The FY 15-16 Public Affairs Division budget be amended as follows:

EXPENDITURES

INCREASE	001-013-51008	Group Insurance	$ 3,200.00
INCREASE	001-013-54029	Kids Can't Buy Em Here	$ 1,050.00
		TOTAL	$ 4,250.00

2. Funds for this budget amendment shall come from the General Fund Reserve.
3. The Mayor and City Comptroller be authorized to execute all documents.
4. This resolution shall take effect upon its passage and publication.

PASSED this _____ day of _____ 2016, by _____ Ayes, _____Nays, _____ Absent.

APPROVED:

BY:_____
Mayor

ATTEST:

BY:_____
City Clerk

12-L

RESOLUTION NO. _____

A RESOLUTION AMENDING FY 2015-2016 STREETS DIVISION BUDGET
FUND 001 DEPARTMENT 031

WHEREAS, Resolution 2016-34 increased the line item for Maintenance of Storm Sewers by $185,000; and

WHEREAS, due to additional Storm Sewer failures and maintenance, additional funds are needed; and

WHEREAS, due to the wide ranging failure of storm sewer facilities and related street repairs it was necessary to engage Contractual forces to perform numerous repairs and/or replacement of storm sewer and roadway infrastructure improvements; and

WHEREAS, an additional budget amendment is necessary to cover expenses incurred during the current fiscal year.

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

1. The FY 2015-16 Streets Division Budget be amended as follows:

EXPENDITURES

INCREASE:

001-031-52024	Maintenance of Storm Sewers	$45,000.00

2. Funds for this Amendment shall come from the General Fund Reserve.
3. The Mayor and City Comptroller be authorized to execute all documents.
4. This Resolution shall take effect upon its passage and publication.

PASSED this ____day of _____, 2016, by ___ Ayes,___ Nays,___ Absent and ___ Vacancy.

APPROVED:

BY: _____
Mayor

ATTEST:

BY: _____
City Clerk

12-M

RESOLUTION NO._____

A RESOLUTION AMENDING FY 2015-2016 MUNICIPAL POOL BUDGET
FUND 001 DEPARTMENT 052

WHEREAS, the City of Danville operates the Municipal Pool through the Recreation Division of the Public Works Department as part of the General Fund; and

WHEREAS, due to the closure of the only other public pool in the city, the Municipal Pool in Garfield Park saw increased attendance with resulting Admissions Revenues exceeding projections by over $11,800 ; and

WHEREAS, additional staff hours, pool chemicals, and other budget items were increased as necessary to properly manage the increased attendance; and

WHEREAS, the FY 2015-16 Municipal Pool Budget needs to be amended in the amount of $3,000 to account for the additional revenues and expenditures resulting from the increased attendance.

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

1. The FY 2015-16 Municipal Pool Budget be amended as follows:

REVENUES

INCREASE:

001-052-46050	ADMISSIONS	$3,000.00

EXPENDITURES

INCREASE:

001-052-53009	CHEMICALS FOR POOL	$3,000.00

2. Funds for this Amendment shall come from the additional Admissions Revenue.
3. The Mayor and City Comptroller be authorized to execute all documents.
4. This Resolution shall take effect upon its passage and publication.

PASSED this ____ day of _____, 2016 by ____Ayes, ___Nays, and ____Absent.

APPROVED:

BY:_____
MAYOR

ATTEST:

BY:_____
City Clerk

12-N

RESOLUTION NO._____

A RESOLUTION AUTHORIZING A BUDGET AMENDMENT FOR THE INFRASTRUCTURE DEVELOPMENT BUDGET (107)

WHEREAS, the revenue received from the City Gas Tax will end the year $240,000.00 over budget; and

WHEREAS, Poland Road was in need of major repair and engineering is needed for the Koehn Creek to develop a plan to stop the flooding on Voorhees street; and

WHEREAS, Economic Development funds were utilized to assist purchasing property around Danville High School's new track and field; and

WHEREAS, in order to effectively account for expending the funds from the 2015-2016 Annual Budget, a budget amendment is needed.

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

1. The FY 15-16 – Infrastructure Development Budget be amended as follows:

REVENUE		
Increase	107-107-00-46164 Gasoline Tax	$ 240,000.00
	Total Revenue	**$ 240,000.00**
EXPENDITURES		
Increase	107-107-00-52060 Overlay Program	$ 62,000.00
Increase	107-107-00-55064 Economic Development	$ 302,000.00
	Total Expenditure	**$ 364,000.00**

2. The balance of $124,000.00, for this budget amendment shall come from the Infrastructure Development Fund Reserve.
3. The Mayor and City Comptroller shall be authorized to execute all documents.
4. This resolution shall take effect upon its passage and publication.

PASSED this _____day of _____, 2016 by _____Ayes, _____Nays, _____Absent

APPROVED:

BY:_____
Mayor

ATTEST:

BY:_____
City Clerk

12-0

RESOLUTION NO._____

A RESOLUTION AMENDING CAPITAL IMPROVEMENTS FUND BUDGET (302)

WHEREAS, the Proactive Code Enforcement transfer to the General Fund will have to be reduced reflecting the reduction in the Municipal Telecommunication tax ; and

WHEREAS, the City still needs to identify funds for Blight Removal, an increase was needed to accommodate the emergency demolitions; and

WHEREAS, the Fire Division was in need of a Heavy Rescue Pumper and the City secured a loan to purchase a pumper; and

WHEREAS, mechanical engineering services are needed for the City Hall HVAC unit that is aged over 20 years; and

WHEREAS, a resolution to purchase Motorola Radios for the Police Division exists; and

WHEREAS, to accommodate the purchase of vehicles out of this year's budget which was not expended in last year's budget; and

WHEREAS, in order to effectively account for expending the funds from the 2015-2016 Annual Budget, a budget amendment is needed.

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

1. The FY 15-16 Capital Improvements Fund Budget (302) be amended as follows:

EXPENDITURE

Decrease	302-302-54036	Proactive Code Enforcement	$ 26,000.00
		TOTAL	**$ 26,000.00**
Increase	302-302-00-55015	Vehicles – Fire Truck (Secured with Loan)	$ 665,285.00
		TOTAL	**$ 665,285.00**
Increase	302-302-00-54037	Blight Removal	$ 12,100.00
Increase	302-302-00-55012	Improvements to Building	$ 79,000.00
Increase	302-302-00-55016	Other Capital Equipment	$ 80,000.00
Increase	302-302-00-55015	Vehicles – Truck & K-9	$ 230,000.00
		TOTAL	**$ 401,100.00**

2. Funds from for the Fire Truck shall come from the Loan that was properly bid and granted to First Financial Bank and the rest of the funds shall come from the Capital Improvement Funds reserve ($401,100.00).
3. The Mayor and City Comptroller be authorized to execute all documents.
4. This resolution shall take effect upon its passage and publication.

PASSSED this _____day of _____2016, by _____Ayes, _____Nays, ____Absent

APPROVED:

BY:_____
Mayor

ATTEST:

BY:_____
City Clerk

12-P

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING A BUDGET AMENDMENT FOR HARRISON PARK (401)

WHEREAS, Resolution 2016-10 authorized a budget amendment for the purchase of twenty-five (25) 2016 Model Club Car Precedent Electric Golf Carts and authorization to secure a loan; and

WHEREAS, the Comptroller failed to include the revenue line to accurately record the loan received from First Financial Bank and the expense line to remit the first loan payment; and

WHEREAS, in order to effectively account for expending funds out of the FY 2016 budget; a budget amendment is needed.

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

1. The FY 2016 Harrison Park Fund (401) be amended as follows:

REVENUE

Create	401-401-46096	Loans	$ 74,625.90

EXPENSE

Increase	401-401-55023	Repay Golf Carts	$ 15,745.03

2. Funds for this budget amendment shall come loan proceeds and Harrison Park (401) Revenues.
3. The Mayor and City Comptroller be authorized to execute all documents.
4. This resolution shall take effect upon its passage and publication.

PASSED this _____ day of _____, 2016, by ____Ayes, ___ Nays, and ____ Absent.

APPROVED:

BY:_____
Mayor

ATTEST:

BY:_____
City Clerk

12-Q

RESOLUTION NO. _____

A RESOLUTION AMENDING DAVID S. PALMER ARENA FUND BUDGET (604)

WHEREAS, the David S. Palmer Arena Fund is included in the City's budget; and

WHEREAS, extra funds were needed for other expenditures such as building repairs, maintenance, extra funds to pay bills, and credit card fees; and

WHEREAS, due to the Hotel Motel Revenue coming in higher than budgeted, the amount of funds going to the Danville Area Convention and Visitors Bureau and Harrison Park have also increased; and

WHEREAS, the FY 2015-16 David S. Palmer Arena Fund Budget needs to be amended in the amount of $100,000.00 to account for the additional revenues and expenditures needed to accurately account for expending of funds.

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

1. The FY 15-16 David S. Palmer Arena Budget be amended as follows:

Revenues			
Increase	604-604-00-46005	Hotel Motel Tax	$100,000.00
Expenditures			
Increase	604-604-52030	Credit Card Fees	$ 15,000.00
Increase	604-604-54099	Other Expenditures	$ 52,000.00
Increase	604-604-54104	Payment to Conv. & Visitors	$ 16,500.00
Increase	604-604-90005	Transfer to Harrison Park	$ 16,500.00
			$100,000.00

2. Funds for the amendment shall come from the David S. Palmer Arena Fund revenue line item 604-604-00-46005 Hotel Motel Tax.
3. The Mayor and City Comptroller be authorized to execute all documents.
4. This resolution shall take effect upon its passage and publication.

PASSED this _____ day of _____, 2016, by _____ Ayes, ____Nays,____ Absent.

APPROVED:

BY:_____
Mayor

ATTEST:

BY:_____
City Clerk

12-R

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING AN END OF YEAR LOAN TO DANVILLE AREA TRANSPORTATION STUDY (DATS) - (116)

WHEREAS, the City of Danville has a Financial Policy which states that in the event that a fund has a negative balance at the end of a fiscal year, the Comptroller and Mayor may borrow from the Working Cash fund; and

WHEREAS, the Financial Policy also states that the funds must be repaid as soon as funds are available; and

WHEREAS, funds will be paid back when the State of Illinois releases more funds; and

WHEREAS, an end of the year loan from Working Cash to DATS is needed to ensure that the fund does not end the year with a negative balance.

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

1. The FY 2015-16 Danville Area Transportation Study (DATS)- (116) be amended as follows:

REVENUE

Create	116-116-16-46096	LOAN	$ 10,000.00

2. Funds shall come from revenues received from the grant proceeds.
3. The Mayor and City Comptroller be authorized to execute all documents.
4. This resolution shall take effect upon its passage and publication.

PASSED this _____ day of _____, 2016, by ____Ayes, ___ Nays, and ____ Absent.

APPROVED:

BY:_____
Mayor

ATTEST:

BY:_____
City Clerk

12-8

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING AN END OF YEAR LOAN TO HARRISON PARK (401)

WHEREAS, the City of Danville has a Financial Policy which states that in the event that a fund has a negative balance at the end of a fiscal year, the Comptroller and Mayor may borrow from the Working Cash fund; and

WHEREAS, the Financial Policy also states that the funds must be repaid as soon as funds are available; and

WHEREAS, funds will be paid back in the month of May from Golf course revenues; and

WHEREAS, an end of the year loan from Working Cash to Harrison Park is needed to ensure that the fund does not end the year with a negative balance.

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

1. The FY 2016 Harrison Park Fund (401) be amended as follows:

REVENUE

Increase	401-401-46096	LOAN	$ 10,000.00

2. Funds shall come from revenues received from Harrison Park Revenues.
3. The Mayor and City Comptroller be authorized to execute all documents.
4. This resolution shall take effect upon its passage and publication.

PASSED this _____ day of _____, 2016, by ____Ayes, ___ Nays, and ____ Absent.

APPROVED:

BY:_____
Mayor

ATTEST:

BY:_____
City Clerk

12-T

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 2016-39
CHANGING VENDOR, PURCHASE ORDER AMOUNT AND WAIVING BID PROCESS

WHEREAS, Resolution 2016-39 authorized the Mayor and Comptroller authority to issue a Purchase Order to Pierce Manufacturing for frame component repairs, and/or replacement, along with all associated work to Fire Engine #4C; and

WHEREAS, representatives of Pierce Manufacturing has since informed us that Global Emergency Product is Pierce's authorized fire apparatus dealer for our area; and

WHEREAS, the prior Resolution stated that a purchase order be issued to Pierce Manufacturing we need to changed it to read Global Emergency Products; and

WHEREAS, Global Emergency Products are the authorized dealer for Pierce Manufacturing we are asking for the bid process to be waived; and

WHEREAS, City Council action and a budget amendment are necessary to issue a Purchase Order in the amount of $140,000 to Global Emergency Products to initiate further evaluation and repairs to Engine #4.

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

1. The Mayor and City Comptroller be authorized to issue a Purchase order in the amount of $140,000.00 to Global Emergency Products for frame component repairs, and/or replacement, along with all associated work to Engine #4 of the Fire Division.
2. The City of Danville bid process be waived.
3. The Mayor and City Comptroller be authorized to execute all documents.
5. This Resolution shall take effect upon its passage and publication.

PASSED this ___ day of _____, 2016 by __ Ayes, __ Nays, __ Absent and __ Vacancy.

APPROVED:

BY:_____
MAYOR

ATTEST:

BY:_____
City Clerk

12-U

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR, THROUGH OUTSIDE LEGAL COUNSEL, TO FILE AN EMINENT DOMAIN LAWSUIT REGARDING PROPERTY RIGHTS NECESSARY TO COMPLETE THE DANVILLE HIGH SCHOOL SHARED USE PATH IMPROVEMENT (1014 N. Jackson)

WHEREAS, pursuant to Resolution No. 2015-133, passed on December 15, 2015, the City Council of the City of Danville, Vermilion County, Illinois (the "City") found, determined, and deemed it necessary and desirable for the City to acquire title to and possession of certain real property, which real property is necessary, required and needed for the Danville High School Shared Use Path Improvement (the "Project"); and,

WHEREAS, in order to complete the Project, the City must acquire title to and possession of the real property commonly known as 1014 N. Jackson (the "Real Estate"); and,

WHEREAS, title to the Real Estate is currently vested in Allen Dixon; and,

WHEREAS, the City has made an offer to Allen Dixon to purchase the Real Estate based upon the appraised value of the Real Estate; however, Allen Dixon did not accept that offer, and negotiations have ceased; and,

WHEREAS, the City Council finds and determines that it is in the best interests of the City and its residents to authorize the Mayor, through Joseph P. Chamley and the law offices of Evans, Froehlich, Beth & Chamley, to file a Complaint for Condemnation in the Circuit Court of Vermilion County in order for the City to acquire title to and possession of the Real Estate.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville, Vermilion County, Illinois, as follows:

Section 1. Upon the effective date of this Resolution, the Mayor, Joseph P. Chamley and the law offices of Evans, Froehlich, Beth & Chamley, Champaign, Illinois, are authorized and directed to take all necessary legal action in regards to seeking a judicial order granting certain property rights by condemnation authorized by the laws of the State of Illinois necessary to complete the City's Danville High School Shared Use Path Improvement or otherwise negotiate and settle with Allen Dixon to acquire the necessary real estate interests to complete the City's Danville High School Shared Use Path Improvement.

Section 2. This Resolution shall take effect and be in force from and after its passage, approval, and publication as provided by law.

PASSED this _____ day of _____, 2016, by _____ Ayes, _____ Nays and _____ Absent.

APPROVED:

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF ILLINOIS)
)
COUNTY OF VERMILION) SS
)
CITY OF DANVILLE)

CERTIFICATE OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly selected, qualified and acting Clerk of the City of Danville, Vermilion County, Illinois (the "**Municipality**"), and as such official I am the keeper of the records and files of the Municipality and of the Mayor and City Council (the "**Corporate Authorities**").

I do further certify that the foregoing constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the _____ day of _____, 2016, insofar as same relates to the adoption of Resolution No. _____, entitled:

RESOLUTION AUTHORIZING THE MAYOR, THROUGH OUTSIDE LEGAL COUNSEL, TO FILE AN EMINENT DOMAIN LAWSUIT REGARDING PROPERTY RIGHTS NECESSARY TO COMPLETE THE DANVILLE HIGH SCHOOL SHARED USE PATH IMPROVEMENT (1014 N. Jackson)

a true, correct and complete copy of which Resolution (the "**Resolution**") as adopted at such meeting appears in the proceedings of the minutes of such meeting and is hereto attached. The Resolution was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such Resolution were taken openly, that the vote on the adoption of such Resolution was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and such Code and their procedural rules in the adoption of such Resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City of Danville, Illinois, this _____ day of _____, 2016.

The undersigned City Clerk hereby certifies that she published the above Resolution by posting it on _____, 2016, at the City Hall, the _____ and the _____, three prominent places in the City of Danville, Illinois.

(SEAL)

_____
City Clerk

12-V

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR, THROUGH OUTSIDE LEGAL COUNSEL, TO FILE AN EMINENT DOMAIN LAWSUIT REGARDING PROPERTY RIGHTS NECESSARY TO COMPLETE THE DANVILLE HIGH SCHOOL SHARED USE PATH IMPROVEMENT (1017 N. Jackson)

WHEREAS, pursuant to Resolution No. 2015-133, passed on December 15, 2015, the City Council of the City of Danville, Vermilion County, Illinois (the "City") found, determined, and deemed it necessary and desirable for the City to acquire title to and possession of certain real property, which real property is necessary, required and needed for the Danville High School Shared Use Path Improvement (the "Project"); and,

WHEREAS, in order to complete the Project, the City must acquire 178 square feet of permanent easement and 102 square feet of temporary easement (the "Easements") over and through the real property commonly known as 1017 N. Jackson (the "Real Estate"); and,

WHEREAS, title to the Real Estate is currently vested in Jorge E. Rubio and Maria J. Rubio; and,

WHEREAS, the City has made an offer to Jorge E. Rubio and Maria J. Rubio to purchase the Easements based on the value of the Real Estate; however, Jorge E. Rubio and Maria J. Rubio did not accept that offer, and negotiations have ceased; and,

WHEREAS, the City Council finds and determines that it is in the best interests of the City and its residents to authorize the Mayor, through Joseph P. Chamley and the law offices of Evans, Froehlich, Beth & Chamley, to file a Complaint for Condemnation in the Circuit Court of Vermilion County in order for the City to acquire the Easements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville, Vermilion County, Illinois, as follows:

Section 1. Upon the effective date of this Resolution, the Mayor, Joseph P. Chamley and the law offices of Evans, Froehlich, Beth & Chamley, Champaign, Illinois, are authorized and directed to take all necessary legal action in regards to seeking a judicial order granting certain property rights by condemnation authorized by the laws of the State of Illinois necessary to complete the City's Danville High School Shared Use Path Improvement or otherwise negotiate and settle with Jorge E. Rubio and Maria J. Rubio to acquire the necessary real estate interests to complete the City's Danville High School Shared Use Path Improvement.

Section 2. This Resolution shall take effect and be in force from and after its passage, approval, and publication as provided by law.

PASSED this _____ day of _____, 2016, by _____ Ayes, _____ Nays and _____ Absent.

APPROVED:

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF ILLINOIS)
)
COUNTY OF VERMILION) SS
)
CITY OF DANVILLE)

CERTIFICATE OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly selected, qualified and acting Clerk of the City of Danville, Vermilion County, Illinois (the "**Municipality**"), and as such official I am the keeper of the records and files of the Municipality and of the Mayor and City Council (the "**Corporate Authorities**").

I do further certify that the foregoing constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the _____ day of _____, 2016, insofar as same relates to the adoption of Resolution No. _____, entitled:

RESOLUTION AUTHORIZING THE MAYOR, THROUGH OUTSIDE LEGAL COUNSEL, TO FILE AN EMINENT DOMAIN LAWSUIT REGARDING PROPERTY RIGHTS NECESSARY TO COMPLETE THE DANVILLE HIGH SCHOOL SHARED USE PATH IMPROVEMENT (1017 N. Jackson)

a true, correct and complete copy of which Resolution (the "**Resolution**") as adopted at such meeting appears in the proceedings of the minutes of such meeting and is hereto attached. The Resolution was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such Resolution were taken openly, that the vote on the adoption of such Resolution was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and such Code and their procedural rules in the adoption of such Resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City of Danville, Illinois, this _____ day of _____, 2016.

The undersigned City Clerk hereby certifies that she published the above Resolution by posting it on _____, 2016, at the City Hall, the _____ and the _____, three prominent places in the City of Danville, Illinois.

(SEAL)

_____
City Clerk

12-W

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING APPLICATION TO THE NATIONAL RECREATION AND PARK ASSOCIATION, GREAT URBAN PARKS CAMPAIGN.

WHEREAS, the City of Danville desires to pursue the construction of a multiuse trail on underutilized riverfront sites within the community;

WHEREAS, the City of Danville is interested in applying to the National Recreation and Park Association for a grant to fund increased public access to recreational opportunities and access to nature via parks; and

WHEREAS, the National Recreation and Park Association Great Urban Parks Campaign empowers communities to work to demonstrate the effectiveness of green space and green infrastructure to positively affect environmental change in underserved low-income communities and communities of color; and

WHEREAS, a NRPA Great Urban Parks Grant would provide the City of Danville with funding to construct a trail connection along the northern bank of the Vermilion River riverfront; and increase public access to recreational opportunities and access to nature via public parks; and improve the environmental quality of the riverfront area by providing native vegetation and improving wildlife habitat.

WHEREAS, it is necessary for the City of Danville to complete and file a written application and then enter into a written agreement(s) with the National Recreation and Park Association.

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

1. The Mayor is hereby authorized to apply for up to Five Hundred and Seventy-Five Thousand Dollar ($575,000) NRPA Great Urban Parks Campaign Grant for the purposes as outlined above and under the terms and conditions as required by the National Recreation and Park Association and hereby agrees to the understandings and assurances contained in said application.
2. The Mayor is authorized to provide such additional information as may be required to accomplish the obtaining of such grant.
3. The Mayor and City Clerk is hereby authorized to sign and execute any and all documents necessary for the completion of said application.

This Resolution is effective upon its passage, approval and publication in pamphlet form as required by law.

PASSED this 19th day of April, 2016 with ___ Ayes, _____ Nays and __ Absent.

APPROVED:

BY: _____
Mayor

ATTEST:

BY: _____
City Clerk

12-X

RESOLUTION NO. _____

A RESOLUTION APPROVING A LETTER OF COMMITMENT AND AGREEMENT WITH THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY AND HABITAT FOR HUMANITY OF DANVILLE FOR FUNDING THE ACQUISITION, DEMOLITION AND GREENING OF TARGETED PROPERTIES

WHEREAS, the City of Danville has been making a concerted effort to acquire and demolish dilapidated buildings within the community; and

WHEREAS, the Illinois Housing Development Authority administers a program funded by the U.S. Treasury Hardest Hit Fund that provides financial resources to address the impact of the foreclosure crisis and to assist communities with neighborhood improvement, greening and redevelopment; and

WHEREAS, the City partnered with Habitat for Humanity of Danville to prepare and submit an application last fall for funding to assist with the acquisition, demolition and greening of properties in a targeted area of the community; and

WHEREAS, the Illinois Housing Development Authority has awarded $630,000 through its Blight Reduction Program to allow for the acquisition, demolition and greening of properties in a targeted area of the community.

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

1. The City hereby agrees to manage, administer and implement the IHDA awarded Blight Reduction Program and funds.
2. The Mayor, City Clerk and their designees are hereby authorized to execute all documents necessary on behalf of the City of Danville under the IHDA Blight Reduction Program including entering into an agreement with IHDA and with Habitat for Humanity of Danville to facilitate the administration of the project outlined in the approved application.

This Resolution is effective upon its passage, approval and publication in pamphlet form as required by law.

PASSED this ___ day of May, 2016 with ___ Ayes, _____ Nays and __ Absent.

APPROVED

BY: _____
Mayor

ATTEST

BY: _____
City Clerk

ILLINOIS HOUSING
DEVELOPMENT AUTHORITY

401 N. Michigan Avenue
Suite 700
Chicago IL 60611
312.836.5200
866.324.4431 TDD
www.ihda.org

Bruce Rauner, *Governor*

March 2, 2016

VIA EMAIL

City of Danville 17 West Main Street Danville, Illinois 61832 Attention: Christopher Milliken cmilliken@cityofdanville.org	Habitat for Humanity of Danville, Inc. 705 N Walnut Street Danville, Illinois 61832 Attention: Paul Semersheim director@habitatdanville.org

Re: Conditional Commitment Letter (this "Letter")
HHF - Blight Reduction Program
BRP#_____

Dear Mr. Milliken and Mr. Semersheim:

The United States Department of Treasury ("Treasury"), under sections 101 and 109 of the Emergency Economic Stabilization Act of 2008 (P.L. 110-343), as may be amended from time to time ("EESA"), established the Housing Finance Agency Innovation Fund for the Hardest Hit Housing Markets ("HHF Program"). The Illinois Housing Development Authority (the "Authority"), a body politic and corporate of the State of Illinois, created by and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.* (the "Act"), submitted a successful proposal to the Treasury for the use of funds allocated to the HHF Program to develop and implement the Illinois Hardest Hit Fund Homeowner Emergency Loan Program and subsequent programs approved by the Treasury ("HHF Illinois Program") in order to help decrease preventable foreclosures and stabilize housing markets in Illinois. Pursuant to the requirements of the HHF Illinois Program, the Authority and the Treasury entered into that certain Commitment to Purchase Financial Instrument and HFA Participation Agreement, as amended, and as may be further amended from time to time (collectively, "HFA Agreement").

Under the HFA Agreement, the Authority established a Blight Reduction Program (the "Program") that will use, to the extent available, funds from the HHF Illinois Program, to carry out the purposes of the Program as set forth in the Authority's Blight Reduction Program Guide, as the same may be amended, supplemented and implemented by the Authority from time to time (the "Program Guide"). A copy of such Program Guide (in its initial version, which may be

amended from time to time, in the Authority's sole and absolute discretion)[1] is attached to this Letter as **Exhibit B** and made a part hereof. All capitalized terms used in this Letter and not otherwise defined shall have the meanings established in the Program Guide.

CITY OF DANVILLE, an Illinois unit of local government ("Unit of Local Government"), and **HABITAT FOR HUMANITY OF DANVILLE, INC.,** an Illinois not-for-profit corporation ("NFP") have applied to the Authority for, and the Authority agrees to make Program funds available in the maximum aggregate amount of Six Hundred Thirty Thousand and No/100 Dollars ($630,000.00) [not to exceed Thirty-Five Thousand and No/100 Dollars ($35,000.00) per Unit (as defined in the Program Guide)] (the "Funds"), to Unit of Local Government and NFP, to assist with the refinancing of the eligible acquisition, demolition and greening costs with respect to those Eighteen (18) blighted, vacant residential properties (each a "Unit" and collectively the "Units"), approved by the Authority as listed on **Exhibit A**, which are located in Danville, Illinois (the "Project"). The provision of the Funds shall be subject to the contingencies, terms and conditions set forth in this Letter.

A. **CONTINGENCIES**: The Authority's performance of its obligations under this Letter, dated as of the date set forth above, is contingent upon the following:

1. The Authority's obligations hereunder shall cease immediately, without penalty, if (a) the Illinois General Assembly, Treasury, or other federal funding source do not make a sufficient appropriation of funds for the Program, (b) funds appropriated to the Authority for the Program or the HHF Illinois Program are de-appropriated, recalled or not allocated or funded, or (c) funds necessary for the Authority, in the Authority's sole discretion, to operate the Program are insufficient. The Authority shall give the Unit of Local Government notice of insufficient funding or recall of funding as soon as practicable.

2. The Authority's performance of its obligations under this Letter, dated as of the date set forth above, is also contingent upon:

   a. Evidence satisfactory to the Authority that Unit of Local Government and NFP are each able to comply with their respective duties under the Program Guide;

   b. Unit Of Local Government's and NFP's completion or satisfaction of each and all of the terms and conditions listed in this Letter and any other terms and conditions imposed by the Authority;

3. The Authority's performance under this Letter is also contingent upon (i) its determination, in its sole discretion, on the Closing Date, as defined in **Paragraph C.3** hereof that the Unit of Local Government and the NFP, or their

[1] The current version of the Program Guide is available on the Authority website – see (http://www.ihda.org/government/BRP.htm). You are ultimately responsible to ensure compliance with the current version of the Program Guide. Therefore, we recommend you check the Authority's Program website frequently for changes, updates and modification to the Program Guide.

respective constituent or related entities, or other related individuals, are not in default under the terms of any other loan or grant made by the Authority under any Authority program, or has not been in default under the terms of any other loan or grant made by the Authority under any Authority program and failed to cure that default.

B. **GENERAL CONDITIONS**: This Letter and the Funds shall be subject to the terms and conditions of the Act, the Program and the Program Guide, and the policies and procedures now or hereafter adopted pursuant to the Act, the HHF Illinois Program or the Program, all as amended and supplemented from time to time (collectively "Program Requirements"). The Authority reserves the right to add new, change, or modify terms and conditions to this Letter if necessary to comply with the Program Requirements. The Unit of Local Government and NFP shall at all times comply with the Program Requirements.

C. **TERMS AND CONDITIONS OF THE FUNDS**: The Funds shall be subject to the following terms and conditions:

1. **Amount of Funds**. The Funds available to NFP shall not exceed Six Hundred Thirty Thousand and No/100 Dollars ($630,000.00). No undisbursed Funds shall be available after **May 30, 2018** or such other date as the Authority may determine. NFP may be obligated to repay to the Authority all or a portion of the Funds pursuant to the Tri-Party Agreement (as defined in **Paragraph C.5** herein).

2. **A Loan per Unit**. The Funds will be available on a per Unit basis, and upon completion of the Eligible Uses (as defined in the Program Guide) and satisfaction of the Program Requirements for a Unit, the Authority will make a Loan from the available Funds (each a "Loan") to provide permanent financing for the Unit. Each Loan will be in an amount not to exceed Thirty-Five Thousand and No/100 Dollars ($35,000.00) for each Unit. Each Loan shall not bear interest and shall have a term of three (3) years after the applicable Unit Closing Date (as defined in **Paragraph C.5** herein) ("Maturity Date"). If certain conditions described in the Note and Tri-Party Agreement are met, a Loan will be forgiven at the Maturity Date, at a rate of thirty-three and three-tenths percent (33.3%) per annum on the anniversary of Loan. Until the Maturity Date, the proceeds of the Loan shall be subject to recapture in the event that the Unit of Local Government and NFP have not performed their respective obligations under the Loan Documents or the Program Guide or if there exists a default under the Tri-Party Agreement.

   a. A portion of the Loan, in the amount of Three Thousand and No/100 Dollars ($3,000.00), shall be used for the Maintenance (as defined in the Program Guide) of the Unit for the three (3) years from the Unit Closing Date; and

   b. A portion of the Loan, in the amount of One Thousand Seven Hundred Fifty and No/100 Dollars ($1,750.00), shall be used for the Administration (as

defined in the Program Guide) of the Unit for the three (3) years from the Unit Closing Date.

3. **Non-recourse.** Except as otherwise set forth in the Environmental Indemnity and (both as defined in **Paragraph C.6** herein), the Unit of Local Government's and NFP's liability created under this Letter and the Loan Documents shall be non-recourse and neither the Unit of Local Government nor NFP, nor any of the NFP's **shareholders members directors** **[strike those that are inapplicable]** shall have any personal liability for repayment of the Funds or any of the Loans. The Authority shall look only to the respective Unit and its reserves and any other funds relating to the Unit for repayment of the Funds or a Loan. The foregoing shall not limit the Unit of Local Government's or NFP's liability for damages as a result of (i) fraudulent acts, or willful and wanton acts or omissions in violation of the provisions of this Letter and the other Loan Documents; (ii) RESERVED; (iii) the misapplication, in violation of the terms of the Loan Documents, of any funds to the full extent of such misapplied funds and proceeds, including, without limitation, any funds or proceeds received under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain; (iv) RESERVED; (v) waste committed on an Unit to the extent that a Loan provided for the Unit or otherwise available in any Unit account held by the Unit of Local Government or NFP, are available to remedy such waste and the Unit of Government or NFP have failed to remedy the waste despite the written instructions of the Authority; (vi) the occurrence of a Prohibited Transfer (as defined in the Mortgage (or in any other Loan Document), without the prior written consent of the Authority; (vii) an oral or written material misrepresentation was made by the Unit of Local Government or NFP, any party in the ownership structure of NFP, or any employee or agent of either the Unit of Local Government or NFP or any other such entity or individual; (viii) a material error or omission was made in the Ownership Structure Certificate (as defined in **Paragraph C.7** herein); (ix) either the Unit of Local Government or NFP has delivered a false certification pursuant to **Paragraph C.11** herein; and (x) a Recapture is due and owing (as defined in the Tri-Party Agreement). Any liability incurred pursuant to this **Paragraph C.3** shall be the personal liability of the Unit of Local Government and NFP.

4. **Closing Date**. The closing of the Funds shall occur at such time as Unit of Local Government and NFP have satisfied all of the requirements set forth in this Letter, as determined in the Authority's sole discretion (the "Closing Date"). Unless otherwise agreed in writing by the parties, the Closing Date shall be no later than **April 22, 2016** (the "Outside Closing Date"). **If the closing of the Funds does not occur on or before the Outside Closing Date, this Letter shall terminate and shall not be extended.**

The Closing Date shall also be the date of the execution of the Tri-Party Agreement and the Environmental Indemnity ("Initial Closing Date"). After the Initial Closing Date, NFP shall identify each Unit as is ready for closing and the

closing of each Loan for an Unit shall be referred to herein as the "Unit Closing Date". Unit Closing Dates will be grouped together so that the closings for Units that are ready to close their respective Loans will occur on a quarterly basis, commencing on the 1st quarter after the execution of the Tri-Party Agreement. The required documentation and showings for each Loan must be submitted at least a month prior to the scheduled Unit Closing Date.

5. **Tri-Party Agreement**. Unit of Local Government and NFP shall enter into a Tri-Party Agreement (the "Tri-Party Agreement") with the Authority setting forth the terms and conditions governing the disbursement and use of the Funds. The Tri-Party Agreement shall contain provisions including, but not limited to the following:

   a. Use of the Loan Proceeds. Each Loan shall be governed by the terms of the Tri-Party Agreement. NFP and Unit of Local Government shall use the proceeds of a Loan solely for Eligible Uses (as defined in the Program Guide) for the Unit approved by the Authority.

   b. Security. Each Loan shall be evidenced by a promissory note, which shall be secured, in part, by a mortgage and security agreement creating a first (1st) mortgage lien upon the Unit and a first (1st) security interest in the other property owned by NFP and located at or used in connection with the Unit.

6. **Initial and Final Disbursement Dates**. The expected date for the initial disbursement of proceeds of the Funds (i.e., the first Unit Closing Date) is **August 30, 2016** – so submissions of all required documentation and showings for those Loans you wish to close on this first Unit Closing Date must be complete no later than **July 28, 2016**. The final disbursement of the Funds (i.e., the last Unit Closing Date) shall be no later than **May 30, 2018** – so, submissions of all the required documentation and showings for those Loans you wish to close by such final disbursement must be submitted no later than **April 27, 2018.**

7. **Loan Documents – Initial Closing Date Showings**. Prior to the Initial Closing Date, Unit of Local Government and NFP shall deliver to the Authority the following documents, all executed in the manner indicated therein, and such other documents as the Authority may reasonably require, in its sole discretion (this Letter, together with the following documents, are collectively referred to in this Letter as the "Loan Documents"):

   a. Three (3) originals of the Tri-Party Agreement signed by Unit of Local Government and NFP, providing for the recapture ("Recapture") of each Loan as provided therein;

   b. Resolution or ordinance of the Unit of Local Government, certified by the clerk or other authorized municipal official acceptable to the Authority, within sixty

(60) days of the Closing Date, authorizing the Project and the execution of the Loan Documents;

c. Certificate of Incumbency of the Unit of Local Government indicating those officers and/or officials who are authorized to execute and deliver the Loan Documents, with specimen signatures of those officers and/or officials, certified by an authorized officer or official of the Unit of Local Government, as of a date within thirty (30) days prior to the Closing Date;

d. An Environmental Indemnity (the "Environmental Indemnity"), covering all Units in the Project, signed by NFP;

e. An Ownership Structure Certificate (the "Ownership Structure Certificate") signed by NFP, providing the ownership structure of NFP for all principals owning ten percent (10%) or more and listing all owners/members down to a level of a living person or persons, with ownership percentages and social security numbers for all persons;

f. A Taxpayer Identification Number Certification in the form attached hereto for as **Exhibit C;** and

g. Such other documents as the Authority may reasonably require, in its sole discretion.

8. **Unit Closing Date Showings**. Not less than thirty (30) days prior to each Unit Closing Date, Unit of Local Government and NFP shall, at their sole cost and expense, deliver to the Authority the following documents, in form and substance satisfactory to the Authority:

a. An original Mortgage Note (each a "Note" and collectively, the "Notes") signed by NFP for each Loan;

b. Three (3) originals of the Mortgage (each a "Mortgage" and collectively, the "Mortgages") signed by NFP for each Unit;

c. Copies of the following organizational documents:

1. A copy of NFP's Articles of Incorporation, certified by the Secretary of the State from the state of its incorporation, dated within thirty (30) days of the Initial Closing Date;
2. A certificate of good standing of NFP from the state of incorporation of NFP showing that NFP is in good standing as of the Closing Date, and evidence that NFP is qualified to do business in Illinois, if applicable;

3. The By-Laws and resolutions of NFP, certified by the secretary of NFP as being true and complete; an incumbency certificate of NFP certified by the secretary of NFP; **and**
4. A certification signed by an officer of NFP and dated as of the Closing Date certifying as to the validity of documents attached thereto, including without limitation, the resolutions, if any, organizational documents, and such other matters as required by the Authority;

d. A site survey for each Unit;

e. A current ALTA mortgagee's title insurance policy (the "Title Policy") or commitment to issue the Title Policy, issued by a company acceptable to the Authority and authorized to do business in the State of Illinois (the "Title Company"). The Title Policy must be in the amount of the Loan, showing fee simple title to the Unit in NFP, subject only to such exceptions as the Authority and its counsel may approve in writing, insuring the Authority that its Mortgage lien is a valid first (1st) lien on the Unit, free and clear of all encumbrances, liens, conditions, restrictions, easements, leases and other matters, rights or interests not approved in writing by the Authority. The Title policy will contain comprehensive, survey, environmental lien and such other endorsements as the Authority shall require, all in form and substance acceptable to the Authority. Prior to the Unit Closing Date, the Title Company shall issue to the Authority a "Pro-Forma" title commitment, in a form acceptable to the Authority;

f. Copies of all recorded easements, including utility easements, and any and all other recorded documents affecting the Unit;

g. A copy of the purchase agreement between the Unit of Local Government and NFP, providing for the sale of the Unit to NFP and describing the duties, responsibilities and obligations of each of the parties in connection with the demolition, greening and lot treatment, maintenance, administration and redevelopment of the Units;

h. A copy of the current deed for the Unit, showing NFP as fee owner of the Unit;

i. A copy of the promissory note or other instrument of debt, between NFP and the Unit of Local Government in connection with the financing of the Eligible Uses for the Unit; and

j. Once NFP is owner of the Unit, NFP shall obtain and maintain, at its expense, with an insurer acceptable to the Authority, comprehensive general liability coverage, including contractual coverage, with minimum liability limits of $500,000 per occurrence and $1,000,000 in the aggregate unless additional coverage is required by the Authority. NFP shall deliver or cause to be

delivered to the Authority a certificate of insurance evidencing such coverage as soon as practicable after NFP is owner of the Unit, or the Authority shall have the right to terminate this Letter immediately. The certificate shall demonstrate the following: (i) the Authority is a certificate holder with thirty (30) days' notice rights and (ii) the policy names the Authority as an additional insured;

k. Photos of the Unit before, during and after the demolition and greening and lot treatment of the Unit;

l. Certification that the hazardous material identification survey has been completed and the proper disposal of the materials have been identified in compliance with all applicable laws;

m. Historic Preservation Act letter stating that the Historic Preservation Agency has determined that the Unit is in compliance with all applicable requirements of the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420); and

n. NFP shall obtain the searches described in this Paragraph from a company acceptable to the Authority. Currently dated Uniform Commercial Code Financing Statement and fixture filing searches and judgment, bankruptcy, federal and state tax lien searches and federal and state pending suit searches made in the state and the county in which the Units are located and the county in which NFP's principal office is located covering NFP, and searches on such other persons or entities as the Authority may require, all currently dated, showing no security interests, outstanding judgments, material litigation, bankruptcy proceedings, filings or liens of any nature;

o. An updated schedule to the Environmental Indemnity adding the Unit to be closed at that quarter's Unit Closing Date;

p. A Disbursement Request for all of the Units to be closed at that quarter's Unit Closing Date, in the form required by the Authority;

q. Individual Unit Report for the Unit, in the form required by the Authority;

r. Evidence of funds expended for Eligible Uses for the Unit in connection with the Project to be submitted to the Authority for its approval;

s. Such other certifications as may be required by the Authority; and

t. Any and all other documents and showings requested by the Authority or its counsel, in their sole discretion.

9. **Prevailing Wages**. The wages to be paid to all laborers and mechanics employed

in connection with the demolition, greening, and maintenance of a Unit shall be not less than the prevailing wage rates ("Prevailing Wages") for corresponding classes of laborers and mechanics employed on construction of a similar character in the locality in which the work is to be performed, as determined by the United States Secretary of Labor, with respect to the demolition and greening and maintenance of a Unit, all as provided for under the Davis-Bacon Act, 40 USC 276a et seq. The Unit of Local Government and NFP Partner certify that they have and will comply with the Davis Bacon Act and require that all contracts for any work at a Unit shall provide for (i) the payment of Prevailing Wages and (ii) that all subcontracts let under any contracts for any work at a Unit will require the payment of Prevailing Wages.

10. **Applicability of HFA Agreement**. Unit of Local Government and NFP each agree to comply with the terms and conditions of the HFA Agreement applicable to the Project and each Loan, and further agree if the HFA Agreement imposes obligations greater than those set forth herein (or in any of the Loan Documents), then the provisions of the HFA Agreement control.

11. **Reporting Requirements**. NFP shall, at its sole cost and expense, deliver to the Authority the following documents, in form and substance satisfactory to the Authority:

a. After each Unit Closing Date and during the term of each Loan, NFP shall provide reports ("Reports") to the Authority on a **quarterly** basis (or as otherwise required by the Authority), such Reports to be in form and content acceptable to the Authority and as may be required in the Program Guide, and shall contain, inter alia, progress of the maintenance, administration and redevelopment (if any) of an Unit.
b. Any and all other documents, information and showings requested by the Authority or its counsel, in their sole discretion.

12. **Record Retention.** In addition to any obligation to retain financial and accounting records under any applicable laws, Unit of Local Government and NFP each covenant to retain all data, books, reports, documents, audit logs and records, including electronic records, or copies thereof, related to its obligations under the Program, including, but not limited to under the Program Guide, this Letter and all other Loan Documents (collectively, the "Records"). Unless otherwise directed by the Authority, each of the Unit of Local Government and NFP shall retain their respective Records for a period beginning on the Initial Closing Date and expiring five (5) years from the last Unit Closing Date, or for such longer period as may be required under the EESA or other applicable law, or pursuant to the Authority's request ("Retention Period"). Upon expiration of the Retention Period, Unit of Local Government or NFP may dispose of its Records, **provided that**, it has electronically submitted all Records to the Authority and has received confirmation by the Authority of the receipt of said Records. Both the Unit of Local Government and NFP agree that the disposal of the Records will

be by a method that will permanently destroy the records, such as shredding.

13. **Oversight; Internal Control Program; Compliance.**

a. Both NFP and the Unit of Local Government agree to furnish the Authority, such compliance audits, performance reports, annual audited financial statements, and any and all other documents, information and showings requested by the Authority or its counsel, in their sole discretion. Such audits, reports and statements must be in form and content acceptable to the Authority or as may be required in the Program Guide.

b. NFP and the Unit of Local Government each acknowledge that the Authority may develop and implement practices to monitor compliance with the Program requirements and/or monitor and detect fraud related to the Project and the Program. NFP and the Unit of Local Government each covenant that it will fully and promptly cooperate with any audit and inquiries into any alleged, perceived or actual fraud and comply with any anti-fraud and legal compliance procedures may require.

c. NFP and the Unit of Local Government each also acknowledge and agree that the Authority may audit, inspect or monitor, or retain third parties to audit, inspect or monitor, NFP's and the Unit of Local Government's compliance with the terms, conditions and covenants of this Letter and in any of the Loan Documents, the use of the loan Proceeds, the performance of NFP and the Unit of Local Government of all obligations, duties and covenants set forth in this Letter and in any of the Loan Documents, and such other requirements and standards established by the Authority from time to time in its sole discretion (collectively the "Performance Standards"). NFP and the Unit of Local Government each covenant that it will fully and promptly cooperate with any audit, inspection, inquiry or monitoring of the Performance Standards, including, but not limited to granting the Authority and/or its representatives and agents access to NFP's and the Unit of Local Government's reports, audits, papers, books of account and any other records, kept by or on behalf of NFP and/or the Unit of Local Government and their representatives or agents, that are related to the Performance Standards, to any specific Unit, or the uses for which each Loan has been utilized, including any supporting or related documentation, invoices, contracts or other records; such access shall include the right to make extracts or copies of them.

14. **State Debt**. By signing and accepting this Letter, each of Unit of Local Government and NFP is hereby declaring and certifying that they and their respective affiliates and related entities are not delinquent in the payment of any debt to the State of Illinois (or if delinquent, has entered into a deferred payment plan to pay the debt) and each of Unit of Local Government and NFP and their respective affiliates and related entities acknowledge that the Authority may declare this Letter null and void if this certification is false or if Unit of Local

Government or NFP, their respective affiliates or related entities later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

E. GENERAL PROVISIONS:

1. **Assignment**. This Letter is not assignable by either Unit of Local Government or NFP, in whole or in part, without the prior written approval of the Authority, which may be withheld or conditioned in the Authority's sole discretion.

2. **Termination**. If the closing of a Loan does not take place on or before the Outside Closing Date, this Letter shall, at the Authority's election, immediately terminate and be of no further force and effect.

3. **No Personal Liability**. No member, officer, agent or employee of the Authority or their successors and assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Letter.

4. **Indemnification of the Authority**. Each of Unit of Local Government and NFP agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Funds, any Loan, Unit, Project, the Program, and this Letter, including without limitation the execution of the Loan Documents and the provision of the Funds and of each Loan. Each of the Unit of Local Government and NFP further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Unit of Local Government and NFP under this **Paragraph E.4** shall survive the provision of the Funds.

5. **Time for Acceptance**. The terms and conditions of this Letter shall not become effective unless Unit of Local Government and NFP accepts it by executing four (4) copies of this Letter in the space provided below and returning all four (4) executed copies and **Exhibit C** to Arieh Flemenbaum, c/o the Illinois Housing Development Authority, 401 N. Michigan Ave., Suite 700, Chicago, Illinois 60611, within sufficient time so that we actually receive them within twelve (12) days after the date of this Letter. If not received within twelve (12) days this letter shall be void.

6. **Publicity**. Neither the Unit of Local Government nor NFP shall communicate any public messages or advertisements related to the Program, the Project, the Funds, the Loans, the Units, nor any of the obligations or terms of this Letter including without limitation the execution of the Loan Documents and the

provision of the Funds and of each Loan (collectively, the "Publicity") without the prior written approval of the Authority. Both the Unit of Local Government and NFP shall consult with the Authority to develop a communication and outreach strategy to ensure that any public messages related to any Publicity is consistent with the intent of the Program. Each of Unit of Local Government and NFP shall notify the Authority at least ten (10) business days in advance and provide a copy of any proposed press releases, Publicity or any other public statements that refers to the Program, their participation therein, the results thereof. The Authority shall have the right to object to or modify such press release, statement or any other Publicity, in its sole discretion. This Section shall survive the termination or expiration of this Agreement.

7. **Survival of Obligations**. Unit of Local Government's and NFP's obligations as set forth in this Letter shall survive the Closing Date and Unit of Local Government shall continue to cooperate with the Authority and furnish any documents, exhibits or showings required. In the event of a conflict between this Letter and the Tri-Party Agreement, the Authority shall determine which document shall control.

8. **Notices**. Any notice, demand, request or other communication which any party may desire or may be required to give to any other party under this Letter shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to Unit of Local Government:
City of Danville
17 West Main Street
Danville, Illinois 61832
Attention: Christopher Milliken

If to NFP:
Habitat for Humanity of Danville, Inc.
705 N Walnut
Danville, Illinois 61832
Attention: Paul Semersheim

If to Authority:
Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, Illinois 60611
Attention: Community Affairs

With a copy to:
Illinois Housing Development Authority

401 North Michigan Avenue, Suite 700
Chicago, Illinois 60611
Attention: Legal Department

Such addresses may be changed by notice to the other party given in the same manner as provided in this Letter. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

9. **Liability of the Authority**. IN NO EVENT SHALL THE AUTHORITY, OR ITS OFFICIALS, OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, INDEPENDENT CONTRACTORS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS BE LIABLE TO THE UNIT OF LOCAL GOVERNMENT OR NFP WITH RESPECT TO THE PROGRAM, THE FUNDS, ANY LOAN, ANY UNIT OR WITH RESPECT TO THIS LETTER, FOR ANY ACT OR OMISSION OCCURRING IN CONNECTION WITH THE FOREGOING, FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, DIRECT DAMAGES, INDIRECT DAMAGES, LOST PROFITS, WHATEVER THE NATURE OF THE BREACH BY THE AUTHORITY OF ITS OBLIGATIONS UNDER THIS LETTER OR IN CONNECTION HEREWITH.

10. **Funding**. The parties acknowledge that the Funds are to be funded with monies provided by the Treasury, and that the Authority is under no obligation to authorize such funds for any disbursement of Funds proceeds unless and until all necessary preconditions to disbursement set forth in the Program Requirements, this Letter and the Loan Documents shall have been satisfied to the Authority's satisfaction, and that significant time delays might result from the funding of such monies by the Treasury. Without limiting the generality of **Paragraph E.9** above, in no event shall the Authority be liable to the Unit of Local Government, NFP or any other party for any damages whatsoever which might result in whole or in part from a failure in funding or any delays in funding any proceeds of the Funds.

11. **Information and Communication**. Unit of Local Government, NFP and all parties signing this Letter for any purpose ("Parties"), hereby acknowledge, consent and agree that the Authority and any individual or entity on behalf of the Authority shall have the right at any time without any further consent or notice to either Unit of Local Government or NFP, or any other party, to discuss or communicate and disseminate any information concerning Unit of Local Government or NFP or the Project with any third party, including, without limitation, any general or limited partner, member, director or shareholder of NFP

or any entity or individual comprising any part of NFP's ownership structure, or any party providing any funds to or on behalf of the Unit of Local Government, NFP or the Project, any matter relating to the Funds, any Loan, any Unit, the Project, the Program, Unit of Local Government or NFP, any other matter relating thereto. The Parties hereby release and indemnify the Authority from any and all liabilities arising from or relating to the disclosure of information by the Authority as described herein or any communication the Authority, or anyone acting on behalf of the Authority may have with any other person or entity relating to Unit of Local Government or NFP, the Funds, any Loan, any Unit, the Program, or the Project.

12. **Errors and Omissions**. The Authority reserves the right in its sole and absolute discretion, to change or insert terms and conditions contained in this Letter which are incorrect or which were omitted herein, based upon errors and omissions of the Authority.

13. **Counterparts**. This Letter may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Letter must be produced or exhibited, be the Letter, but all such counterparts shall constitute one and the same instrument.

[REMAINDER OF PAGE IS LEFT INTENTIONALLY BLANK]

Very truly yours,

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Audra Hamernik, Executive Director

Approved as to form:

By: _____
Maureen G. Ohle, General Counsel

By: _____
Nandini Natarajan, Chief Financial Officer

Accepted by Unit of Local Government this
_____ day of _____, 2016

UNIT OF LOCAL GOVERNMENT:

CITY OF DANVILLE,
an Illinois unit of local government

By: _____
Printed Name: _____
Its: _____

Accepted by NFP this
_____ day of _____, 2016

NFP:

HABITAT FOR HUMANITY OF DANVILLE, INC.,
An Illinois not-for-profit corporation

By: _____
Printed Name: _____
Its: _____

EXHIBITS

EXHIBIT A: LIST OF UNITS APPROVED BY THE AUTHORITY
EXHIBIT B: PROGRAM GUIDE
EXHIBIT C: TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

EXHIBIT A

LIST OF UNITS APPROVED BY THE AUTHORITY
(attached)

EXHIBIT B

PROGRAM GUIDE

(attached)

EXHIBIT C

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name (Printed):_____

Taxpayer Identification Number:

Social Security Number_____
or
Employer Identification Number_____

Legal Status (check one):

_____Individual

_____Sole Proprietorship

_____Partnership/Legal Corporation

_____Tax-exempt

_____Corporation providing or billing medical and/or health care services

_____Corporation *NOT* providing or billing medical and/or health care services

_____Other: _____

_____Governmental

_____Nonresident alien

_____Estate or Trust

_____Pharmacy (non-corporate)

_____Pharmacy/Funeral Home/ Cemetery (Corp.)

_____Limited Liability Company (select applicable tax classification)

_____D = disregarded entity
_____C = corporation
_____P = partnership

_____
Signature

_____
Date

BRP #160-_____

BLIGHT REDUCTION PROGRAM
TRI-PARTY AGREEMENT

THIS BLIGHT REDUCTION PROGRAM TRI-PARTY AGREEMENT (this "Agreement") is made as of the _____ day of _____, 2016 by and among the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (the "Authority"), a body politic and corporate of the State of Illinois ("State"), created and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.* (1994) ("IHDA Act"), **CITY OF DANVILLE**, an Illinois unit of local government (the "Unit of Local Government" or "ULG") and **HABITAT FOR HUMANITY OF DANVILLE, INC.**, an Illinois not-for-profit corporation ("NFP") (the ULG and the NFP shall be collectively referred to herein as the "Recipient").

RECITALS

WHEREAS, the United States Department of Treasury ("Treasury"), under sections 101 and 109 of the Emergency Economic Stabilization Act of 2008 (P.L. 110-343), as may be amended from time to time ("EESA"), established the Housing Finance Agency Innovation Fund for the Hardest Hit Housing Markets ("HHF Program"); and

WHEREAS, the Authority submitted a successful proposal to the Treasury for the use of funds allocated to the HHF Program to develop and implement the Illinois Hardest Hit Fund Homeowner Emergency Loan Program and subsequent programs approved by the Treasury ("HHF Illinois Program") in order to help decrease preventable foreclosures and stabilize housing markets in Illinois, and pursuant to the requirements of the HHF Illinois Program, the Authority and the Treasury entered into that certain Commitment to Purchase Financial Instrument and HFA Participation Agreement, as amended, and as may be further amended from time to time (collectively, "HFA Agreement"); and

WHEREAS, under the HFA Agreement, the Authority established a Blight Reduction Program (the "Program") that will use, to the extent available, funds from the HHF Illinois Program to fund the Program and in order to help decrease preventable foreclosures and stabilize neighborhoods by targeting blighted, vacant, residential properties within certain targeted areas in Illinois for acquisition, demolition, greening/lot treatment, maintenance and eventual reuse, repurpose or redevelopment; and

WHEREAS, the Authority has issued, and ULG and NFPs have accepted, that certain Conditional Commitment Letter dated as of **March 11, 2016** (together with any amendments thereto, the "Commitment"), pursuant to which the Authority has agreed to make available those Funds from the Program (as described herein) to a NFP (in conjunction with ULG) to provide the permanent financing in connection with the acquisition, closing, demolition, lot treatment, maintenance and administration of those Units approved by the Authority and as identified in **Exhibit A**, which are located in Danville, Illinois (the "Project"), and for no other purpose; and

WHEREAS, it is a condition of the Authority's making the Program Funds available to the Recipient, each of ULG and each NFP agrees to enter into this Agreement and consents to be regulated and restricted by the Authority as provided in this Agreement, the Program Guide and the Program Requirements.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **INCORPORATION**. The foregoing recitals are made a part of this Agreement as though such Recitals were fully set forth in this Section 1. All capitalized terms used in this Agreement and not otherwise defined shall have the meanings established in the Commitment or the Program Guide.

2. **Definitions:**

(a) "Blighted Property" shall have the meaning ascribed to it in the Program Guide.

(b) "Administration" shall have the meaning ascribed to it in the Program Guide.

(c) "Application" shall mean the application for the Loan submitted by ULG and NFP to the Authority on September 25, 2015, as approved and/or modified by the Authority.

(d) "Business Day" shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which the Authority is authorized or obligated by law to be closed.

(e) "Demolition" shall have the meaning ascribed to it in the Program Guide.

(f) "Disbursement" shall mean that portion of the Funds that may be disbursed to NFP for a Loan made in accordance with the Program Requirements and closed on a Unit Closing Date.

(g) "Effective Date" shall mean **April 22, 2016.**

(h) "Eligible Uses" shall have the meaning ascribed to it in the Program Guide.

(i) "Funding Deadline" shall mean **June 30, 2018**.

(j) "Loan" shall mean a forgivable loan (individually for each Unit, a "Loan" and collectively, for all of the Units, the "Loans"), up to the maximum amount of the Unit Cap per Unit, from the available Funds, to provide permanent financing for the Eligible Uses with respect to those Units approved by the Authority, as provided in this Agreement.

(k) "Loan Documents" shall mean the Note, the Mortgage, the Environment Indemnity, this Agreement, the Application, the Commitment and any and all Other Documents evidencing or governing the Loan for each Unit.

(l) "Maintenance" shall have the meaning ascribed to it in the Program Guide.

(m) "Mortgage" shall mean that certain Mortgage, Security Agreement and Assignment of Rents and Leases in regards to a Loan (individually for each Unit, a "Mortgage" and collectively, for all of the Units, the "Mortgages"), dated as of the date of the Unit Closing Date and executed by Recipient in favor of the Authority, securing the Loan and constituting a valid

first (1st) lien on the Development, which Mortgage shall be recorded in the office of the Recorder of Deeds of the county in which the Unit is located; the Mortgage is made a part of this Agreement by this reference.

(n) "Note" shall mean that certain Mortgage Note in regards to a Loan (individually for each Unit, a "Note" and collectively, for all of the Units, the "Notes"), dated as of the date of the Unit Closing Date, executed and delivered to the Authority by NFP, payable to the order of the Authority, evidencing NFP's indebtedness incurred in connection with a Loan for a Unit; the Note is made a part of this Agreement by this reference.

(o) "Project" shall mean the acquisition, demolition, greening/lot treatment, maintenance and administration of the Units listed on Exhibit A.

(p) "Recapture" shall mean the repayment to the Authority the Recapture Amount if one or more of the Recapture Events occurs before the Loan's applicable Maturity Date.

(q) "Recapture Amount" shall mean the full amount of the Loan to be repaid to the Authority in the event of a Recapture Event, reduced by one-thirty-sixth (1/36th) of that amount for each month from the Unit Closing Date.

(r) "Termination Date" shall mean the date which is two (2) years after the Effective Date.

(s) "Unit Cap" shall mean the maximum amount of the Funds available in the refinancing of Eligible Uses in connection with an approved Unit, up to $35,000.00, which may include the $1,750 allocated towards Administration of the Unit and $3,000 allocated towards Maintenance of the Unit, as provided in this Agreement.

(t) "Unit" shall have the meaning ascribed to it in the Program Guide.

All capitalized terms used in this Agreement and not otherwise defined shall have the meanings established in the Commitment or the Program Guide, and if not defined therein, the meanings established in the HFA Agreement, and if not defined therein, the meanings established in the EESA and its rules and regulations.

As used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The titles and headings of the various sections and paragraphs of this Agreement are intended solely for means of reference and are not intended for any purpose whatsoever to modify, explain, or place any construction or interpretation on any of the provisions of this Agreement.

3. **GENERAL CONDITIONS**. The Recipient acknowledges that it has received, reviewed and understands the Program Requirements (as defined in the Commitment), including, but not limited to those set forth in the Program Guide (as amended and implemented by the Authority from time to time, "Program Guide")[1]. Recipient agrees that, in addition to the provisions of this Agreement, it shall at all

[1] The current version of the Program Guide is available on the Authority website – see (http://www.ihda.org/government/BRP.htm). Recipient is ultimately responsible to ensure compliance with the current version of

times comply with the Program Requirements, including those described and/or referenced in the Program Guide, including all requirements with respect to each Loan and the Program. The Program Guide is incorporated into this Agreement by this reference. This Agreement and each Loan shall also be subject to the terms and conditions of the EESA, the rules, regulations and procedures promulgated under the EESA (the "HHF Rules"), the Program Guide and the Authority's requirements for the Program all as they may be amended and supplemented from time to time (collectively, the "BRP Requirements").

4. **TERM AND USE OF FUNDS.** This Agreement shall be effective as of the date hereof (the "Effective Date") and shall remain in effect until the later of the following dates or events: (i) a closing has occurred for the Loan for the Recipient's last Unit pursuant to the Program Requirements (*i.e.,* the last Unit Closing Date); (ii) Recipient has used all of the Funds awarded to Recipient under the Program and any Program Income (as defined below), if any; and (iii) the Termination Date (the "Term"). However the obligations of the Recipient for all reporting requirements shall survive the foregoing along with any other provisions of this Agreement that require survival of the Recipient's obligations.

5. **AVAILABILITY OF THE FUNDS.**

(a) **Funds Available.** Subject to (i) the Program Requirements, (ii) the terms, covenants, and conditions set forth in this Agreement, (iii) the prompt and faithful performance by ULG and NFP of all of the terms, conditions and provisions of this Agreement, provided NFP (and ULG) is not then in default under the terms and conditions of this Agreement or any of the Loan Documents, (iv) the satisfaction of all of the conditions precedent contained in the Loan Documents and in reliance on all of the representations, warranties and covenants of both ULG and NFP set forth in this Agreement and in the other Loan Documents, the Authority agrees to make Program funds available to NFP, up to in the maximum aggregate amount of Six Hundred Thirty Thousand and No/100 Dollars ($630,000.00) (the "Funds"), to assist with the permanent financing of the eligible acquisition, closing, demolition, greening/lot treatment costs incurred, and maintenance and administrative expenses to be incurred, with respect to a minimum of Eighteen (18) Units, as approved by the Authority, and located in Danville, Illinois.

(b) **No Guarantee**. All costs and expenses, even if later determined to be Eligible Uses, that are incurred by NFP (or the ULG) are incurred voluntarily and at the risk of NFP (and/or the ULG if it is incurring the cost or expense), and upon its own credit and expense. The Authority's agreement to make the Funds available to NFP to refinance Eligible Uses does not constitute a guarantee that such costs will be reimbursed or refinanced by a loan from the Funds.

(c) **Funding Deadline.** The Funds shall only be available to NFP up to the Termination Date (the "Funding Deadline"). No disbursements of the Funds (and no further Loans) will be made after the Termination Date (or after an occurrence of a Default). **RECEIPIENT ACKNOWLEDGES THAT TIME IS OF THE ESSENCE WITH RESPECT TO THE FUNDING DEADLINE AND THAT IN NO EVENT SHALL THE FUNDING DEADLINE BE EXTENDED UNLESS SUBSEQUENTLY PERMITTED BY THE AUTHORITY.**

6. **TERMS AND CONDITIONS OF EACH LOAN GENERALLY.**

(a) **A Loan Per Unit.** NFP acknowledges that the Funds are to be disbursed and are comprised of a series of loans, a loan for each Unit. Upon completion and satisfaction of the

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the Program Guide. Therefore, Recipient must check the Authority's Program website frequently for changes, updates and modification to the Program Guide.

Program Requirements for a Unit, the Authority will make a loan from the available Funds to NFP to provide refinancing of the Eligible Uses with respect to a Unit approved by the Authority (individually, for each Unit, a "Loan", and collectively, for all of the Units, the "Loans").

(b) **Amount of Each Loan**. The maximum amount of the Funds available for each Loan in the refinancing of Eligible Uses in connection with an approved Unit is the Unit Cap. The ULG and NFP will be responsible for any costs incurred in excess of the Unit Cap in the acquisition, closing, demolition, greening, administration and maintenance of a Unit.

(c) **Loan Terms.** Each Loan shall not bear interest and shall have a term of three (3) years from the date of the applicable Unit Closing Date (each is a "Maturity Date"). NFP agrees to repay to the Authority all, or a portion of a Loan if any Recapture Event (as defined in **Paragraph 6.d** below) occurs before the Maturity Date. After a Recapture Event (or a Default), the Loan shall bear interest at the Default Rate, as set forth in the Note, until the Default is cured. However, if no Recapture Event occurs before the Maturity Date, each Loan will be forgiven at the Maturity Date.

(d) **Recapture**. As a condition to the Authority's making of the Loan, NFP agrees to repay to the Authority the Recapture Amount (as defined in subparagraph e below) if one or more of the following events (each such event is called a "Recapture Event") occurs before the Loan's applicable Maturity Date:

(i) NFP sells, conveys or transfers title to the Unit;

(ii) ULG and/or NFP have not performed their respective obligations under this Agreement, any of the Loan Documents or the Program Guide or they; or

(iii) any other event of Default (as defined in **Paragraph 13** below) occurs pursuant to the terms of any of the Loan Documents.

The Authority reserves the right, in its sole discretion, to determine which event or events (each such event is called a "Permitted Transfer") are ***not*** Recapture Event.

(e) If a Recapture Event occurs before the applicable Maturity Date, NFP shall pay to the Authority the full amount of the Loan reduced by one-thirty-sixth ($1/36^{th}$) of that amount for each month from the Unit Closing Date (the "Recapture Amount"). After a Default, the Loan shall bear interest at the Default Rate, as set forth in the Note, until the Default is cured.

The provisions of this **Paragraph 6.d** shall encumber each Unit and be binding on any future owner of a Unit and the holder of any legal, equitable or beneficial interest in it for three (3) years from the applicable Maturity Date; provided, however: that: if no Recapture Event occurs before the Maturity Date or if any Permitted Transfer occurs; this Agreement shall automatically terminate and shall be deemed to have been released and this release provision shall be self-operative without the need, necessity or requirement for the Authority to record a written release or termination.

(f) **Evidence of a Loan**. Each Loan shall be evidenced by: (i) this Agreement; (ii) a Note, pursuant to which the NFP agrees, among other things, to repay to the Authority all, or a portion of the Loan as required pursuant to the terms of the Note; (iii) a Mortgage, which shall be a valid first, prior and paramount lien upon the fee title to each Unit; (iv) an update to the Environmental

Indemnity listing the Unit; and (v) any and all other documents evidencing, securing and governing any and all indebtedness related to the Unit owing to the Authority by the Recipient or entered into in connection with the Loan (the "Other Loan Documents").

(g) **Use**. The proceeds of a Loan shall be used by NFP solely for the permanent refinancing and reimbursement of the Eligible Uses incurred for a Unit in accordance with the Program Requirements and for no other purpose without the prior written consent of the Authority, which consent may be withheld by the Authority in its sole and absolute discretion.

7. **GENERAL LOAN DISBURSEMENT REQUIREMENTS.**

(a) **Compliance by Recipient; Amount of Loan**. It is expressly agreed and understood that the Authority's obligation to disburse a Loan to NFP under this Agreement from time to time shall be conditioned upon NFP's full and timely compliance with all the terms of this Agreement, including completing the demolition and greening/lot treatment of the Units as provided herein, and the other conditions set forth herein, including, without limitation, the conditions precedent set forth in **Paragraph 8** below. In no event shall the aggregate amount to be disbursed to NFP exceed the amount of the Funds allocated to the Recipient, and for any Unit, the amount to be disbursed shall not exceed the Unit Cap. Without limiting the foregoing, the Authority may immediately cease all or any Disbursements to NFP to the extent the Authority determines, in its sole discretion, that NFP (or ULG) is using the proceeds of any Loan in any manner which is not in compliance with the Program Requirements or the terms of this Agreement or there is some other occurrence of a Default under the terms of this Agreement or under the terms of any of the Loan Documents.

(b) **Disbursements**. The Authority shall disburse the proceeds of a Loan to NFP from time to time as a Unit is ready to close as provided herein and upon the conditions contained in this Agreement; provided, however, NFP must be have at least one (1) Unit ready to close per quarterly Unit Closing Date (unless otherwise permitted by the Authority in its sole discretion). Furthermore, there will only be one disbursement per Loan (individually, for each Loan, a "Disbursement" and collectively, for all of the Units, "Disbursements"). Disbursement to NFP of a Loan shall be made in accordance with the Program Requirements.

(c) **Requests for Disbursement and Certification**. Prior to, and as a condition precedent of, each Disbursement of each Loan by the Authority relating to the Eligible Uses of each Unit, NFP shall furnish to the Authority, NFP's written request for Disbursement of the Loan ("Reimbursement Request"), on a form supplied by the Authority, which must be satisfactory to the Authority in its sole and absolute discretion which shall, among other things, specify the amount of the requested Disbursement (which shall be consistent with the terms provided in this Agreement) for the Unit(s) to be closed at that quarter's Unit Closing Date; direct the Authority to disburse such proceeds of a Loan in accordance with this Agreement. **NFP's delivery of Reimbursement Request shall be deemed to certify to the Authority, as of the date of the applicable Reimbursement Request, that**:

i. no default by NFP (or the ULG), or condition or event which, with the giving of notice or passage of time, or both, in the opinion of the Authority, would constitute default by a Recipient, exists under this Agreement;

ii. the representations and warranties of NFP (and the ULG) contained in this Agreement, in the Commitment or in any other Loan Documents are true and correct and remain true and correct;

iii. NFP and the Unit, as applicable, shall be in compliance with the terms, conditions and covenants of this Agreement; and

iv. A hazardous material identification survey has been completed and the proper disposal of the materials have been identified in compliance with all applicable laws for each Unit to be closed at that quarter's Unit Closing Date.

(d) **Escrow Payouts**. Each Loan shall be made through escrow with a title insurance company chosen by NFP (and approved by the Authority) and upon such escrow terms and conditions as the Authority shall determine in its sole discretion. In such case, NFP shall execute such escrow agreement (the "Escrow Agreement") with the title company as the Authority determines in its sole discretion is necessary or appropriate to protect the Authority's interests (the "Title Company"). NFP shall endeavor to utilize, to the extent that this is reasonably possible, the same title insurance company to serve as the escrow agent for all of its Units receiving a Loan pursuant to this Agreement.

(e) **Frequency of Unit Closings - Quarterly**. Unit Closings will be held quarterly for those Units ready to close - provided the conditions precedent to such Disbursements and the Program Requirements for those Units to be closed that quarter, are met by NFP as determined by the Authority in its sole discretion. For the first quarterly Unit Closing Date, NFP will be required to submit all of the required documentation and showings for each Loan to be closed that quarter, **by no later than July 29, 2016** Such quarterly Unit Closings will commence with the first full quarter ending after the Effective Date, so the first quarterly Unit Closing Date will be **August 31, 2016.** Within thirty (30) calendar days of the end of each quarter, NFP shall provide the Authority with: (i) a Reimbursement Request (as described below) for each Unit to be closed in that quarter, and (ii) all of the required documentation and showings required for a Loan, as provided in the Commitment (in particular see Paragraph 8 of the Commitment).

(f) **General**. Without limiting the foregoing, the Authority shall only pay a Loan to NFP through escrow to the extent consistent with the Escrow Agreement and the Authority's policies in effect from time to time concerning such payments and only to the extent NFP is in full compliance with all its obligations under this Agreement, including delivering to the Authority such information as the Authority may request from time to time as a condition to making such payment.

8. **CONDITIONS PRECEDENT TO A LOAN**. In addition to those documents set forth in **Paragraph 7** above, prior to and as conditions precedent to the Authority's obligation to make a Loan and to make a Disbursement, Recipient shall deliver, or cause to be delivered, to the Authority **at least thirty (30) days prior to each Unit Closing Date**, and the Authority shall have accepted or approved, each of the documents, instruments and showings required pursuant to the Commitment, all of which shall be in form and substance satisfactory to the Authority.

9. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF NFP.** To induce the Authority to enter into this Agreement and award and disburse the Loan to Recipient, Recipient hereby represents, covenants and warrants to the Authority as follows:

(a) **No Violation of Legal Requirements**. NFP's use of the proceeds of a Loan, and NFP's actions in completing the Project, including, but not limited to the purchase, demolition and greening/lot treatment by NFP with the proceeds of a Loan, do not and will not violate or conflict with any applicable law, statute, ordinance, rule, regulation or order of any kind, including any zoning, building, land use, noise abatement, environmental, hazardous substance or materials, occupational health and safety laws.

(b) **Necessary Permits**. All governmental permits, approvals and licenses required by applicable law to complete the Project, including the purchase, demolition, greening/lot treatment and maintenance of any Unit, have been validly issued and are in full force or, if the present stage of a Unit does not allow the issuance of all such permits, approvals and licenses, then as each Unit progress, NFP shall promptly obtain such licenses, approvals and permits as and when they become available.

(c) **Organization**. NFP is duly existing and in good standing under the laws of the state of its formation.

(d) **Authorization; No Conflict**. NFP's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement are within its powers, have been duly authorized by all necessary company action, have been executed by the duly authorized and proper equity owners of NFP, require no governmental, regulatory or other approval that has not been previously obtained, and do not and will not contravene or conflict with any provision of (i) law, (ii) any judgment, decree or order binding upon NFP or (iii) NFP's organizational documents, and do not and will not contravene or conflict with, or cause any lien to arise under, any provision of any agreement or instrument binding upon Recipient.

(e) **Validity and Binding Nature**. This Agreement is a legal, valid and binding obligation of NFP enforceable against NFP in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally, subject to general principles of equity.

(f) **Accuracy of Information**. All information heretofore or contemporaneously furnished by NFP to the Authority for purposes of or in connection with this Agreement or obtaining each Loan is, and all other information hereafter furnished by NFP to the Authority will be, true and accurate in every material respect on the date as of which such information was or is so provided to the Authority. NFP has not omitted and will not omit any material fact necessary to prevent such information from being false or misleading. NFP has disclosed to the Authority in writing all facts which NFP reasonably believes could materially and adversely affect the business, properties, financial condition or results of operations of NFP, or any of its equity owners, principals or employees, or the use of the Funds or any Loan by NFP's or its performance under this Agreement.

(g) **Compliance with Applicable Laws**. NFP shall at all times remain in compliance with the requirements of all applicable laws, rules, regulations, and orders of all governmental authorities (federal, state, local or foreign), including, without limitation, the Program Requirements.

(h) **Litigation and Contingent Litigation**. No litigation, arbitration proceedings, governmental proceedings or investigations or regulatory proceedings are pending, or to NFP's best knowledge, threatened against NFP or any of its equity owners, principals or employees. In addition, there are no inquiries, formal or informal, which might give rise to such actions, proceedings or investigations of which NFP has knowledge. No litigation, arbitration proceedings, governmental proceedings or investigations or regulatory proceedings are pending, or to NFP's best knowledge, threatened in connection with any of the Units.

(i) **Continuation of Representations and Warranties**. The representation, warranties and covenants made in this Agreement shall remain true and correct at all times hereafter so long as any part of any of the Loans remain outstanding.

(j) **Delinquency.** Recipient represents and warrants to the Authority that it is not delinquent in the payment of any debt to the State (or if delinquent it has entered into a deferred payment plan with the State to pay the debt).

(k) **General Responsibilities**. In connection with the Project, NFP shall perform functions that include, but may not be limited to, the following:

(i) NFP has entered into an agreement acceptable to both parties, with the ULG, outlining their respective roles and responsibilities concerning their participation in the Program;

(ii) ;

(iii) NFP will report data-points and financials to Authority, as required by the Authority from time to time;

(iv) NFP must develop an instrument of debt with the ULG, acceptable to both parties, which can take the form of a mortgage, forgivable loan, recapture agreement, or demand note.;

(v) NFP will use the proceeds of the Loans for Eligible Uses as ascribed in Program Requirements;

(vi) NFP will timely complete, or cause to be completed, the Eligible Uses for each Unit in a good and workmanlike manner in compliance with industry standards and in accordance with the Program Requirements set forth in this Agreement;

(vii) NFP will not permit any discrimination against on the basis of their gender, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability in connection with its participation in the Program;

(viii) NFP will satisfy and continuing to satisfy all terms, conditions, and covenants of this Agreement, the other Loan Document and the Program Requirements, and has not suffered nor will suffer any event of default of any agreement, contract or requirement of the Authority, Treasury, the State, or any political subdivision thereof; and

(ix) Perform any other functions that the Authority may reasonably require.

(l) **Reasonableness of Eligible Uses**. NFP shall ensure that all expenditures made in connection with Eligible Uses for each Unit are "reasonable", as determined by the Authority in its sole discretion, and shall maintain such documents and other evidence satisfactory to the Authority to evidence such compliance.

NFP acknowledges and agrees that the Funds shall be used only for the purposes described in this Agreement and that the award of Funds is conditioned upon the representations, warranties and covenants provided by NFP as set forth in this **Paragraph 9**.

10. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF UNIT OF LOCAL GOVERNMENT.** To induce the Authority to enter into this Agreement and award and disburse the Loan to ULG, ULG hereby represents, covenants and warrants to the Authority as follows:

(a) **No Violation of Legal Requirements**. ULG's participation in the Program, ULG's agreement with NFP, and ULG's actions in completing the Project, including, but not limited to the sale of a Unit and a loan to NFP to finance the acquisition, demolition and greening/lot treatment by NFP, do not and will not violate or conflict with any applicable law, statute, ordinance, rule, regulation or order of any kind, including any zoning, building, land use, noise abatement, environmental, hazardous substance or materials, occupational health and safety laws.

(b) **Necessary Permits**. All governmental permits, approvals and licenses required by applicable law to complete the Project have been validly issued and are in full force or, if the present stage of a Unit does not allow the issuance of all such permits, approvals and licenses, then as each Unit progress, ULG or NFP shall promptly obtain such licenses, approvals and permits as and when they become available.

(c) **Organization**. ULG is duly existing and in good standing under the laws of the State.

(d) **Authorization; No Conflict**. ULG's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement are within its powers, have been duly authorized by all necessary company action, have been executed by the duly authorized and proper persons, require no governmental, regulatory or other approval that has not been previously obtained, and do not and will not contravene or conflict with any provision of (i) law, (ii) any judgment, decree or order binding upon ULG or (iii) ULG's organizational documents, and do not and will not contravene or conflict with, or cause any lien to arise under, any provision of any agreement or instrument binding upon ULG.

(e) **Validity and Binding Nature**. This Agreement is a legal, valid and binding obligation of ULG enforceable against ULG in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally, subject to general principles of equity.

(f) **Accuracy of Information**. All information heretofore or contemporaneously furnished by ULG to the Authority for purposes of or in connection with this Agreement or obtaining each Loan is, and all other information hereafter furnished by ULG to the Authority will be, true and accurate in every material respect on the date as of which such information was or is so provided to the Authority. ULG has not omitted and will not omit any material fact necessary to prevent such information from being false or misleading. ULG has disclosed to the Authority in writing all facts which ULG reasonably believes could materially and adversely affect the actions properties, financial condition or results of operations of ULG, or any of its officials, officers or employees or its performance under this Agreement.

(g) **Compliance with Applicable Laws**. ULG shall at all times remain in compliance with the requirements of all applicable laws, rules, regulations, and orders of all governmental authorities (federal, state or local), including, without limitation, the Program Requirements, and all applicable historical preservation, environmental, demolition and lead based paint laws.

(h) **Litigation and Contingent Litigation**. No litigation, arbitration proceedings, governmental proceedings or investigations or regulatory proceedings are pending, or to ULG's best knowledge, threatened against ULG or any of its officials, officers or employees that would have a material impact on ULG's ability to fulfill its obligations and duties under this Agreement or its ability to participate in the Program. In addition, there are no inquiries, formal or informal, which might give rise to such actions, proceedings or investigations of which ULG has knowledge. No litigation, arbitration proceedings, governmental proceedings or investigations or

regulatory proceedings are pending, or to ULG's best knowledge, threatened in connection with any of the Units.

(i) **Continuation of Representations and Warranties**. The representation, warranties and covenants made in this Agreement and in any other Loan Document, shall remain true, accurate and complete as of the date hereof and shall be true, accurate and complete at the time of a Disbursement, and true, accurate and complete at all times hereafter so long as any part of any of the Loans remain outstanding.

(j) **General Responsibilities**. In connection with the Project, ULG shall perform functions that include, but may not be limited to, the following:

(i) ULG has entered into an agreement acceptable to both parties with the NFP outlining their roles and responsibilities concerning their participation in the Program;

(ii) ULG is eligible to participate in the Program in accordance with the Program Requirements;

(iii) ULG certifies that each Unit is an Eligible Property in accordance with the Program Requirements

(iv) ULG has (or will obtain), or will cause NFP to obtain, the legal authority and rights to complete the demolition of each Unit;

(v) ULG must develop an instrument of debt, with the NFP, acceptable to both parties which can take the form of a mortgage, forgivable loan, recapture agreement, or demand note.;

(vi) ULG will not permit any discrimination against on the basis of their gender, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability in connection with its participation in the Program;

(vii) ULG will satisfy and continuing to satisfy all terms, conditions, and covenants of this Agreement, the other Loan Document and the Program Requirements, and has not suffered nor will suffer any event of default of any agreement, contract or requirement of the Authority, Treasury, the State, or any political subdivision thereof;

(viii) ULG will perform any other functions that the Authority may reasonably require.

ULG acknowledges and agrees that the Funds shall be used only for the purposes described in this Agreement and that the award of Funds is conditioned upon the representations, warranties and covenants provided by ULG as set forth in this **Paragraph 10**.

11. **OTHER PROGRAM REQUIREMENTS**.

(a) **Unit Requirements**. The Authority has approved the initial Eighteen (18) eligible properties listed on **Exhibit A**, as attached hereto and incorporated herein, as the Units for the Project. The Project was approved, in part, based upon the specific Units listed on **Exhibit A**, and any change to any of these Units shall be subject to Authority's prior written consent, at its sole discretion. The Authority's consent for any change in the Units must be obtained using the substitution procedures outlined in the Program Guide.

(i) Each Unit must meet the criteria listed in the Program Guide, including, but not limited to: (i) each Unit must contain not more than four (4) residential units; (ii) each Unit must be vacant, unoccupied, deemed to be blighted and in need of demolition by

ULG; (iii) each Unit must have at least one Property Index Number (which is also commonly referred to as the "permanent index number" or "PIN") (unless evidence is submitted to and accepted by the Authority that the Unit complies with the Unit Definition Exception as provided in the Program Guide); and (iv) the Unit must be located in within the census tract of a BRP Target Area.

(ii) NFP should conduct an asbestos inspection in compliance with the Illinois Environmental Protection Agency and Illinois Department of Public Health regulations and any other inspections NFP deems reasonably necessary to complete the Project or that the Authority requests or requires.

(iii) NFP must hold title to a Unit prior to the commencement of any Eligible Uses, including, but not limited to any demolition activities.

(b) **Davis-Bacon Act Requirements**. The wages to be paid to all laborers and mechanics employed in connection with the Project shall be not less than the prevailing wage rates ("Prevailing Wages") for corresponding classes of laborers and mechanics employed on construction of a similar character in the locality in which the work is to be performed, as determined by the United States Secretary of Labor, with respect to the Project, all as provided for under the Davis-Bacon Act, 40 USC 276a *et seq*. Recipient shall require that each contract for the Eligible Uses shall provide for (i) the payment of Prevailing Wages and (ii) that all subcontracts let for any of the Eligible Uses require the payment of Prevailing Wages.

(c) **NFP Requirements.** The Project was approved, in part, based upon the NFP included in the Application, and any change of the party who will serve as the NFP shall be subject to Authority's prior written consent, which consent is at its sole discretion. The use of an unapproved not-for-profit partner is considered a material breach of this Agreement. NFP has satisfied and will continue to satisfy all terms, conditions, and covenants of and has not suffered or will suffer any event of default of any agreement, contract or requirement of the Authority, Treasury, the State, or any political subdivision thereof. NFP shall obtain a fidelity bond coverage or honesty insurance in an amount that is at least equal to the lesser of (a) the Funds awarded, or (b) $100,000.00 with the Authority named as an additional insured.

(d) **Project Performance; Program Schedule**.

(i) The Authority may inspect or monitor, or retain third parties to inspect or monitor, NFP's compliance with the terms, conditions, and covenants of this Agreement, NFP's use of the Loan, the Units and the performance of the ULG and NFP against all obligations and covenants set forth in this Agreement, including the Exhibits attached hereto, and such other standards established by the Authority from time to time in its sole discretion. Without limiting anything in this Agreement, either Recipient's failure to meet the Program Requirements shall constitute a Default of this Agreement.

(ii) Each Recipient acknowledges that (A) time is of the essence with respect to this Agreement and with respect to each of the deadlines and milestones set forth in this Agreement, the other Loan Documents and the Program Guide, and (B) failure by NFP to achieve such deadlines or milestones shall entitle the Authority to exercise its remedies under this Agreement, including, without limitation, to declare a Default hereunder, to withhold, reduce or cancel any Loan from the Funds and/or Disbursements of any Loan or take any other action which the Authority may deem appropriate.

(iii) NFP must have a minimum of three (3) completed Unit Closings within six months of the Effective Date and at least half (50%) of the Units successfully closed

within twelve (12) months from the Effective Date. If NFP fails to meet such requirement, in addition to any other remedies available to the Authority, the Authority may choose to terminate the Authority's obligation to make any Funds available to Recipient, recall the Funds and reallocate such Funds (to other applicants). NFP must complete all of the demolition and greening/lot treatment for all of the Units within twenty-three (23) months of the Effective Date. Notwithstanding the foregoing, the Authority, in its sole and absolute discretion, may at any time, and from time to time, extend these deadlines and milestones without having to amend this Agreement.

12. **RECORDS AND REPORTS**.

(a) **Monitoring**. The plans, specifications, books, contracts, records and documents relating to the Program shall at all times be maintained by the Recipient in reasonable condition for proper audit, and shall be subject to examination, inspection and copying by the Authority or its agent or representative at any time as the Authority reasonably requires. Recipient authorizes the Authority to conduct on-site reviews, examine personnel records and to conduct any other procedure or practice necessary to assure compliance with this Agreement and applicable regulations. Recipient will ensure that all documents related to the Projects shall be kept for a period of five (5) years after the Termination Date. Records to be retained include, but are not limited to receipts and invoices for materials, supplies and services, and documentation to request reimbursement of expenses.

(b) **Financial Audit**. Each Recipient shall furnish the Authority with a compliance audit, prepared in accordance with the requirements of 24 CFR Part 85, OMB Circular A-133 (audits of State of Local Governments) and OMB Circular A-110, as applicable, which shall include but shall not be limited to the progress of the demolition and greening/lot treatment for each Unit and the use of the proceeds of each of the Loans, and the same shall be certified to the Authority by the respective Recipient and an Illinois-licensed certified public accountant. The Authority reserves the right to require such additional repots as it deems necessary. Notwithstanding the foregoing, or any other provision in this Agreement to the contrary, the Authority and its authorized representatives', agents' and third-party contractors' rights to site, document and personnel access for evaluation purposes are not limited to the required retention period, but shall last as long as records are retained. In addition, the books, contracts, records, and documents relating to the Program shall at all times be maintained by the Recipient in reasonable condition for proper audit, and shall be subject to examination, inspection and copying by the Authority, the Auditor General, the Attorney General, HUD and/or Treasury (collectively, the "Auditor") or their respective agents or representatives at any time as the Auditor reasonably requires.

(c) **Audited Financial Statements.** Each recipient shall provide annual audited financial statements to the Authority no later than the earlier to occur of the following: (a) one hundred eighty (180) days after the end of its fiscal year, commencing with the first fiscal year ending after the Effective Date; or (b) as required pursuant to OMB Circular No. A-133 which was revised to show changes published in the *Federal Registers* of June 27, 2003 and June 26, 2007 – Audits of States, Local Governments, and Non-Profit Organizations ("OMB Circular No. A-133").

(d) **Project Files**. Recipient shall maintain files, in a manner acceptable to the Authority, for each Unit evidencing that the Recipient has met all requirements of the Program Requirements.

(d) **Furnishing Information**. At the request of the Authority, the Recipient shall furnish such reports, budgets, certifications and other documents required pursuant to the Program Requirements, or other applicable federal or State statutes or requirements, and shall give specific answers to questions from the Authority, from time to time, relative to the Funds, any Loan, and Recipient's contracts and operations in connection with the Program and the Units.

(e) **Books and Records**. Upon reasonable notice, Recipient and the General Contractor for all Projects shall allow the Authority, the Auditor General or Attorney General of the State of Illinois, or representatives or agents of any of such parties, (i) to inspect such Project, including, but not limited to each Unit, at any reasonable time, and from time to time at any time during normal business hours and (ii) to inspect and audit and have access to the records, books of account and papers related to the Project, the operation, administration and maintenance of any Unit, or the uses for which the Loan has been utilized, including any supporting or related vouchers or papers, kept by or on behalf of the Recipient and their representatives or agents; such access shall include the right to make extracts or copies of them.

13. **DEFAULT**.

(a) **Default under Agreement**. If ULG or NFP fail to comply with, keep or perform any of their respective obligations, agreements, undertakings, conditions or warranties under the terms of this Agreement, any of the other Loan Documents, any other document executed and delivered by such party pursuant to this Agreement or in connection with a Loan, or under any of the Program Requirements, it shall constitute a Default. Each of the following shall also constitute a Default ("Default"):

(i) There is an unreasonable delay in the demolition and/or greening/lot treatment of any Unit, or NFP causes any delay in such demolition and/or greening/lot treatment so that any Project may not, in Authority's judgment, be completed as required pursuant to the terms of the Loan Documents;

(ii) If a petition in bankruptcy is filed by or against either NFP or the ULG, or a receiver or trustee of the property of the NFP is appointed, or if the NFP makes an assignment for the benefit of creditors or is adjudicated insolvent by any state or federal court. In the case of an involuntary petition, action or proceeding for the adjudication as a bankrupt or for the appointment of a receiver or trustees of the property of NFP not initiated by NFP, NFP and the ULG, respectively, shall have ninety (90) days after the service of such petition or the commencement of such action or proceeding, as the case may be, within which to obtain a dismissal of such petition, action or proceeding, provided that NFP is not otherwise in default under the terms of this Agreement; and/or

(iii) There is a Recapture Event;

(iv) Failure of Recipient to comply with any of the rules, regulations or provisions governing the Program including those referred to herein, or such statutes, regulations, executive orders and guidelines, policies or directives as may become

applicable at any time from the Authority, the State or any other federal, state or local governmental agency;

(v) Failure, for any reason, of Recipient to fulfill in a timely and proper manner any of its obligations under this Agreement or Recipient otherwise being in breach of this Agreement, including, without limitation the failure by the Recipient to achieve such deadlines or milestones set forth in the Project Schedule unless otherwise extended by the Authority in its sole and absolute discretion pursuant to the terms hereof;

(vi) Failure of any representation or warranty to be true and correct at any time;

(vii) Ineffective or improper use of the proceeds of a Loan;

(viii) Submission by Recipient to the Authority of documents, reports or information that are incorrect or incomplete in any material respect.

(ix) The existence of any collusion, fraud, dishonesty or bad faith by, or with the acquiescence of, Recipient or any of its (as applicable) officials, principals, equity owners, officers, directors, managers, employees, representatives or agents which in any way relates to or affects a Loan;

(x) Recipient (A) is voluntarily adjudicated a bankrupt or insolvent or consents to or does not contest the entry of an order for relief against it as debtor; or (B) seeks, consents to or dates not contest the appointment of a receiver, trustee, custodian or other similar official for itself or for all or any part of its property; or (C) files a petition or commences any case, proceeding or other action seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts or other relief under any law relating to bankruptcy, insolvency, arrangement, reorganization, receivership, or other debtor relief under the laws of the United States or any state or any other competent jurisdiction;

(xi) (A) a petition is filed, or any case, proceeding or other action is commenced against Recipient seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts or other relief under any law relating to bankruptcy, insolvency, arrangement, reorganization, receivership, or other debtor relief under the laws of the United States or any state or other competent jurisdiction; or (B) a court of competent jurisdiction enters an order for relief against it as debtor, or an order, judgment or decree is entered appointing, with or without the consent or contest of Recipient, a receiver, trustee, custodian or other similar official for it, or for all or any part of its property, and in the case of either (A) or (B) such petition, case, proceeding, action, order, judgment or decree shall not be stayed within 60 days after the entry thereof or shall not be dismissed within 60 days after being commenced;

(xii) Recipient dissolves, liquidates, suspends or discontinues its business; or

(xiii) Recipient fails to meet any of the Program Requirements or milestones set forth herein; or

Recipient otherwise breaches the terms hereof or of any other Loan Agreement.

(b) **Suspension of Disbursements**. If any of the events described in this **Paragraph 13** have occurred, or if NFP has failed to satisfy any of the conditions precedent to any Disbursement set forth in this Agreement then, at Authority's sole discretion, Authority's agreement to make the Funds available to NFP as set out in this Agreement (if it has not been previously terminated) shall immediately, automatically and without notice of any kind (other than as may be required elsewhere in this Agreement or in the other Loan Documents) be suspended and Authority shall have no further obligation to make Disbursements or do any other act or thing under or with respect to this Agreement until such time as Authority is satisfied, in its sole discretion, that the event that occurred has not or will not mature into a Default or until the condition precedent has been satisfied.

(c) **Authority's Other Remedies Upon Default**. Upon the happening of any Default, Authority shall have the right, but not the obligation, to do any or all of the following, concurrently or successively, without further notice to Recipient:

(i) Declare the one or more of the Notes to be, and the Notes shall thereupon become, immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are expressly waived, anything contained in this Agreement or in the Notes to the contrary notwithstanding;

(ii) Terminate the Authority's commitments and obligations under this Agreement, including, but not limited to make the Funds available to Recipient, extend credit of any kind, or to make any Disbursement or any further Loans;

(iii) Enter upon, take possession of, and use any Unit and all parts of it and all material, equipment and supplies on it and elsewhere that were ordered for or appropriated to any Project, and do anything that, in Authority's sole judgment, is necessary or desirable to fulfill, pay, settle or compromise the obligations of Recipient under this Agreement. All sums paid or incurred for demolition, completion and equipping of any Unit pursuant to the provisions of this Section or otherwise, and all other payments made or liabilities incurred by Authority under this Agreement of any kind whatsoever, including without limitation, reasonable attorneys' fees and charges or fees for supervision and inspection of the construction, shall bear interest from the date so paid or incurred at the Default Rate (as defined in the Notes) and such amounts, including interest, shall be deemed and shall constitute advances under this Agreement, as more fully provided below. The Authority and its designees, representatives, agents, licensees and contractors shall be entitled to such entry, possession and use without the consent of any party and without any legal process or other condition precedent whatsoever, except as specified above. NFP acknowledges that any interference with such entry, possession and use by Authority will cause irreparable injury and damages to Authority. Nothing in this Agreement shall impose any obligation on Authority to either complete or not to complete any Unit; and

(iv) Exercise such other rights and remedies as Authority may have at law or equity in addition to the rights and remedies established by this Agreement or any of the other Loan Documents.

None of the rights conferred upon Authority in this Section is intended to be exclusive of any other right or remedy contained in this Agreement, in the other Loan Documents or in any instrument or document delivered pursuant to this Agreement, and every such right or remedy contained in this Agreement and in the other Loan Documents, now or hereafter existing at law or

in equity or by statute, or otherwise shall be cumulative and may be pursued consecutively or concurrently.

(e) **Advances**. It is specifically understood and agreed that all funds furnished by Authority and employed in performance of the obligations of Recipient under this Agreement shall be deemed advanced by Authority under an obligation to do so regardless of the identity of the person or persons to whom such funds are furnished, and regardless of the fact that certain conditions must be satisfied before Authority is actually obligated to furnish such funds. Funds advanced by Authority in the exercise of its judgment that such funds are needed to protect its security are to be deemed obligatory advances under this Agreement and are to be added to the total indebtedness evidenced by the Notes and secured by the Mortgages and such indebtedness shall be increased accordingly.

(f) **Effect of Grace or Cure Periods.** The Authority will determine, in its sole discretion, if and when a granting of a grace or cure period will be granted. The grant of a grace or cure period such shall not be construed to or have the effect of extending the deadline or periods granted or replicating the grace or cure period relating to such matters.

14. **NO PERSONAL LIABILITY**. No member, director, officer, employee or agent of the Authority, or their successors and assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Agreement.

15. **INDEMNIFICATION**.

(a) All of each Recipient's representations and warranties in this Agreement or in the other Loan Documents shall be true and correct in all material respects when made and as of the date of each Disbursement for each Unit, and shall remain in full force and effect, regardless of a Disbursement until all indebtedness to the Authority pursuant to this Agreement and the other Loan Documents is forgiven (or otherwise is paid in full). Each Recipient[2] shall indemnify, defend and hold the Authority, its members, directors, officers, employees and agents harmless from and against, and shall be obligated to pay and reimburse the Authority for any and all loss and damage including, without limitation, consultants', experts' and accountants' fees and reasonable attorneys' fees, that the Authority may sustain or incur, or suffer by reason of, or in connection with the Project, including without limitation the execution of the Loan Documents, the provision of the Funds, or disbursement of any Loan, any misrepresentation, breach of warranty or nonfulfillment of any covenant on the part of a Recipient. This obligation of Recipient shall survive the Term of this Agreement and the forgiveness, repayment or cancellation of any Loan.

(b) If a claim or suit is brought against the Authority or the Authority's officers, agents, employees or servants for which the Recipient is responsible pursuant to subparagraph (a) of this Section, the Recipient shall defend the Authority, with counsel of the Authority's choice, at the Recipient's sole cost and expense, and will pay any resulting claims, judgments, damages, losses, costs, expenses or settlements against the Authority or the Authority's members, directors, officers, employees or agents, including, but not limited to, attorneys' fees.

16. **JOINT AND SEVERAL OBLIGATIONS**. The respective obligations undertaken by the ULG and NFP are joint and several and Authority may, in its sole discretion, elect to pursue its rights and

[2] In the case of the ULG, the indemnifications provided throughout this Paragraph 15 are made to the extent permitted by law.

remedies against any one or more of the parties responsible for such obligations without pursuing such rights and remedies against all of such parties.

17. **AMENDMENT**. The parties may amend this Agreement, including the Exhibits hereto, at any time provided that such amendment is in writing and signed by a duly authorized representative of each of the parties, and is approved by the Authority's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Authority, the ULG or NFP from its obligations under this Agreement, except as specifically amended. The Authority may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available Funds amounts, or for other reasons. If such amendments result in a change in a Loan, the scope of the Project, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by all of the parties.

18. **NOTICES**. Any notices, demand, request or other communication that any party may desire or may be required to give to any other party hereunder shall be given in writing (at the addresses set forth below) by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

ULG:

City of Danville
17 West Main Street
Danville, Illinois 61832
Attention: Christopher Milliken

NFP:

Habitat for Humanity of Danville, Inc.
705 N Walnut
Danville, Illinois 61832
Attention: Paul Semersheim

The Authority:

Illinois Housing Development Authority
401 N. Michigan, Suite 700
Chicago, Illinois 60611
Attn: Community Affairs

With a copy to:
Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, Illinois 60611
Attn: Legal Department

Such addresses may be changed by notice to the other party given in the same manner as herein provided. Any notice, demand, request or other communication sent pursuant to subsection (a) hereof shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

19. **SUCCESSORS**. This Agreement shall bind, and the benefits shall inure to, the parties hereto, their legal representatives, successors in office or interest and assigns, provided that the Recipient may not assign this Agreement or any of its obligations, or delegate any of its duties, hereunder without the prior written approval of the Authority.

20. **PUBLICITY**. Neither the ULG nor NFP shall communicate any public messages or advertisements related to the Program, the Project, the Funds, the Loans, the Units, nor any of the obligations or terms of this Letter including without limitation the execution of the Loan Documents and the provision of the Funds and of each Loan (collectively, the "Publicity") without the prior written approval of the Authority. Both the ULG and NFP shall consult with the Authority to develop a communication and outreach strategy to ensure that any public messages related to any Publicity is consistent with the intent of the Program. Each of ULG and NFP shall notify the Authority at least ten (10) business days in advance and provide a copy of any proposed press releases, Publicity or any other public statements that refers to the Program, their participation therein, the results thereof. The Authority shall have the right to object to or modify such press release, statement or any other Publicity, in its sole discretion. This Section shall survive the termination or expiration of this Agreement.

21. **ASSIGNMENT**. The Authority may assign, negotiate, pledge or otherwise hypothecate all or any portion of this Agreement, or grant a participation interest in, or in any of its rights and security under this Agreement, including, without limitation, any Note and Mortgage. In case of such assignment, Recipient shall accord full recognition to it and agree that all rights and remedies of the Authority in connection with the interest so assigned shall be enforceable against Recipient by such assignee with the same force and effect and to the same extent as the same would have been enforceable by the Authority but for such assignment. Both the ULG and NFP shall not assign or attempt to assign its rights under this Agreement either voluntarily or by operation of law, except as otherwise permitted pursuant to this Agreement.

22. **NO JOINT VENTURE**. Notwithstanding anything to the contrary contained in this Agreement, the Authority, by making a Loan or by any action taken pursuant to this Agreement or the other Loan Documents, is not and shall not be deemed a partner or joint venturer with either the ULG or NFP. By execution of this Agreement, each of the ULG and NFP agrees to indemnify, defend and hold the Authority harmless from and against any damage or liability that may be incurred by the Authority as a result of a claim that the Authority is such a partner or joint venturer.

23. **DOCUMENTS OF FURTHER ASSURANCE**. ULG and NFP agree that, at any time or from time to time, upon the written request of the Authority, it shall execute, and if required, record (and pay all fees, taxes or other expenses relating to such recording) all such further documents and do all such other acts and things as the Authority may request to effectuate the transaction contemplated in this Agreement.

24. **SURVIVAL OF OBLIGATIONS**. Each of the Unit of Local Government's and NFP's obligations, as set forth in this Agreement, shall survive the Term and ULG and NFP shall continue to cooperate with the Authority and furnish any documents, schedules, exhibits or showings required hereunder.

25. **NOTICE OF LITIGATION**. During the Term, each of ULG and NFP shall promptly furnish the Authority a written notice of any litigation, proceeding or claim in which ULG or NFP is named a defendant, and that affects or relates to any Unit or which has a material impact on its ability to fulfill its obligations and duties under this Agreement or its ability to participate in the Program.

26. **CONSTRUCTION OF AGREEMENT**.

(a) Partial Invalidity. If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) Gender. The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

(c) Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of any provision of this Agreement.

(d) Construction. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

(e) Exhibits. The Exhibits attached hereto are incorporated herein and made a part of this Agreement.

27. **WAIVER OF JURY TRIAL. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROGRAM OR THIS AGREEMENT. RECIPIENT ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS DISCUSSED THIS WAIVER WITH SUCH COUNSEL.**

28. **JURISDICTION. TO INDUCE THE AUTHORITY TO ACCEPT EACH OF THE NOTES, EACH OF THE ULG AND NFP IRREVOCABLY AGREES THAT, SUBJECT TO THE AUTHORITY'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THE LOAN DOCUMENTS WILL BE LITIGATED IN COURTS HAVING SITUS IN CHICAGO, ILLINOIS. THE ULG AND NFP HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS, WAIVE PERSONAL SERVICE OF PROCESS UPON EITHER OF THE ULG OR NFP, AND AGREE THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE ULG AND NFP AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.**

29. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

30. **LIABILITY OF AUTHORITY**. In no event shall the Authority be liable to the Recipient for consequential or incidental damages, including, without limitation, lost profits, whatever the nature of the breach by the Authority of its obligations under this Agreement or the Loan Documents or in connection

herewith and the Recipient waives all claims for consequential and incidental damages and for all damages described herein.

31. **LOAN**. The parties acknowledge that the Loan is to be funded with monies provided by the Treasury, and that the Authority is under no obligation to request such funds for any Disbursement of Program Funds unless and until all necessary preconditions to Disbursement set forth in the Loan Documents shall have been satisfied to the Authority's satisfaction, and that significant time delays might result from a Loan of such monies by the foregoing. Without limiting the generality of **Paragraph 31** above, in no event shall the Authority be liable to a Recipient for any damages whatsoever which might result in whole or in part from any delays in obtaining any proceeds of a Loan.

[REST OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

UNIT OF LOCAL GOVERNMENT:

CITY OF DANVILLE, an Illinois unit of local government

By:_____
Name: _____
Title: _____

NFP:

HABITAT FOR HUMANITY OF DANVILLE, INC.,
An Illinois not-for-profit corporation

By: _____
Printed Name: _____
Its: _____

AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By:_____
Audra Hamernik, Executive Director

Approved as to form:

By:_____
Nandini Natarajan, Chief Financial Officer

By:_____
Maureen Ohle, General Counsel

EXHIBIT A

ELIGIBLE PROPERTIES

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DANVILLE
AND HABITAT FOR HUMANITY OF DANVILLE
REGARDING OPERATION OF THE BLIGHT REDUCTION PROGRAM

This Memorandum of Understanding is entered into this ____ day of _____, 2016 by and between the City of Danville and Habitat for Humanity of Danville (collectively, the "Parties").

WHEREAS, City of Danville (hereafter, the "City") is a municipal corporation, a body politic, and a home rule unit of government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, Habitat for Humanity of Danville, Inc., an Illinois Not-For-Profit Corporation (hereafter, "Habitat") was created by a group of concerned community members in 1986 to provide affordable housing for low-income residents of Danville; and

WHEREAS, the Parties have an interest in the revitalization of various areas of Danville that are currently experiencing a lack of investment and struggling to deal with blighted abandoned properties; and

WHEREAS, the Parties recognize that many such blighted and abandoned properties, in their current condition, are seriously distressed such as they have or are likely to present a threat to the overall economic health, well-being, quality of life, safety, and security of various neighborhoods in the City of Danville; and

WHEREAS, the revitalization of the disinvested neighborhoods is dependent in large part on a cooperative arrangement between the City, Habitat for Humanity, and third persons who are actively working in these neighborhoods to reinvest in them; and

WHEREAS, the City and Habitat for Humanity seek to enter into an arrangement in order to promote, foster and facilitate revitalization of the disinvested neighborhoods through participation in the Illinois Housing Development Authority's Blight Reduction Program (hereafter, "BRP"), which will provide funds for the purposes of demolishing blighted and abandoned residential homes.

NOW THEREFORE in exchange for good, valuable and mutual consideration which each Party acknowledges as having in hand received and in consideration for the exchange of the covenants, terms and conditions contained in this Memorandum, the Parties agree as follows:

SECTION 1 – IHDA COMMITMENT LETTER/TRI-PARTY AGREEMENT: The City and Habitat will collaborate to approve and submit the IHDA prepared Commitment Letter and Tri-Party Agreement in a timely fashion. The City will assume the responsibilities of the "Unit of Local Government" in the letter/agreement, while Habitat will assume the

responsibilities of "Not-For Profit Partner" in the letter/agreement unless otherwise herein declared.

SECTION 2 – ACQUISITION OF PROPERTIES: Habitat for Humanity will take ownership from the City of the BRP properties proposed for demolition. The City and Habitat for Humanity agree to all of the requirements of the BRP agreement concerning ownership transfer.

SECTION 3 – DEMOLITION AND GREENING: The demolition and greening of the BRP properties will be the responsibility of the City and will comply with all local, state, and federal laws and regulations.

SECTION 4 – MAINTENANCE OF PROPERTIES: Once acquired by Habitat the maintenance of the BRP properties will continue to be the responsibility of the City and will remain the responsibility of the City throughout the 3 year recapture period of each property. The maintenance portion of the BRP funds ($3,000 per property) will be receipted to the City to cover those maintenance costs.

SECTION 5 – FUTURE USE AND OWNERSHIP OF PROPERTIES: The City and Habitat will collaborate to determine the best future uses of the lots slated for demolition in keeping with existing plans for revitalization put forward by the City. At the end of the recapture period Habitat shall transfer ownership of any BRP properties for which it does not have an immediate purpose back to the City and the City shall accept such transfer of unused properties so that the City can pursue other reuse opportunities while relieving Habitat of long term maintenance.

SECTION 6 – REPORTING, RECORD KEEPING AND OTHER ADMINISTRATIVE PROVISIONS: The City shall be responsible for handling all reporting duties and record keeping and shall assume responsibility for all other administrative provisions of the BRP. The City will provide Habitat with electronic and paper copies of all administrative paperwork related to the BRP so that Habitat will have all necessary paperwork as may be required or requested. The entire administrative portion of the BRP funds ($1,750 per property) shall be kept by Habitat and utilized to pay for Habitat's expenses that may arise due to its participation in the BRP such as costs of audits, insurance, real estate taxes. etc. It is the intent of the City to make sure that Habitat is kept whole for its participation and involvement in the BRP. If Habitat incurs other unforeseen costs associated with its involvement in the BRP, then the City would utilize the BRP maintenance funds at its disposal to the extent practical to ensure Habitat is made whole.

SECTION 7 - MISCELLANEOUS:

A. Indemnity: The parties agree to hold harmless the other, their officers, agents and employees from any and all losses, expenses, demands and claims (collectively, "Losses") sustained or alleged to have been sustained in connection with or as a result from the gross negligence or willful misconduct in performing the tasks under this agreement.

B. Notices: Any and all notices required to be given by this Memorandum shall be given in the following means and any such notice shall be deemed effective as hereinafter provided:

i. If by First Class U.S. Postal Service Mail: Any and all notices sent by U.S. Postal Service shall be sent via First Class mail, registered or certified mail with return receipt requested. If any notice is placed in a properly addressed and stamped envelope, such notice shall be deemed effective five (5) business days after the date of placement with the U.S. Postal Service.

ii. If by facsimile transmission: Any and all notices sent by facsimile transmission shall be deemed effective the day after the date of transmission but only if the sending fax machine provides a written acknowledgement that the transmission was properly sent to the recipient Party's facsimile telephone number and received by the recipient Party's fax machine. If any one of the immediate afore-stated conditions is not met, the notice shall be deemed ineffective.

iii. If sent by overnight courier service: Any and all notices sent by overnight courier service shall be deemed effective the date after delivery of such notice but only if the said courier service provides or otherwise makes available a tracking of the delivery of such notice which tracking shall include the date and time when such delivery to the recipient Party was made.

iv. If by personal service: Any and all notices which are personally served on the recipient party shall be deemed effective the day after delivery is made but only if the person delivering any such notice executes an affidavit which states the date when such personal delivery was made.

C. Record Keeping: The Parties shall maintain any and all records and documents related to this agreement, created in connection with the BRP application and any undertaking of the BRP. Such records shall be kept and maintained in accordance with the State Records Act (5 ILCS 160/1 *et seq/*).

D. Severability: If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or by reason of public policy, all other conditions and provision of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of these transactions contemplated hereby is not affected in any manner materially adverse to either party.

E. Entirety of Memorandum: This Memorandum constitutes the entire agreement between the parties. However, nothing herein shall be deemed to supersede or render null, void or unenforceable any other standing agreement into which the City and Habitat have entered regarding other grant activities. This Memorandum may not be amended or modified except by an instrument in writing signed by both Parties.

F. Waiver: Any waiver or release by one Party of the other Party of any term, condition or covenant contained in this Memorandum shall be deemed effective only if such waiver is contained in a writing signed by the Party granting such waiver. Any such waiver shall not be deemed, construed, or interpreted as a waiver or release of any other term, condition or covenant contained in this Memorandum.

G. Governing Law and Jurisdiction: The laws of the State of Illinois shall apply to any construction, interpretation, enforcement, or action for breach of this Memorandum. In the event that any action is filed which seeks to interpret, enforce or declare breach of this Memorandum, any such action shall be filed and maintained in the Sixth Judicial Circuit of the Circuit Court, Vermilion County, Illinois.

H. Representations and Warranties of Authority to Execute: The Parties represent and warrant that the person executing this Memorandum on the respective Party's behalf is duly authorized to do so.

I. Termination and Expiration of Memorandum: This Memorandum shall terminate upon the occurrence of any one of the following:

i. Completion of the BRP and associated demolitions and expiration of the associated recapture period.

ii. After a reasonable good faith effort has been undertaken by the Parties to undertake the BRP in accordance therewith but without success and upon written notice of one Party to the other Party to such effect.

iv. Upon mutual agreement of the Parties which Memorandum shall be in writing whether for cause or without cause.

v. Upon a breach or default of this Memorandum where the non-breaching or non-defaulting Party declares in writing that this Memorandum shall be terminated as of a date provided in such notice of breach or notice of default.

For the City of Danville:	For Habitat for Humanity of Danville:
By: _____	By: _____
Its: _____	Its: _____
Attest: _____	Attest: _____

12-Y

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING REAL PROPERTY
(202 Wisconsin, Danville, Illinois)

WHEREAS, the City of Danville, Vermilion County, Illinois (the "*City*") has demolished the structure on certain real property located at 202 Wisconsin, Danville, Illinois with private assistance from the owner of said property, Elizabeth A. White; and,

WHEREAS, Elizabeth A. White desires to transfer the real property located at 202 Wisconsin, Danville, Illinois to the City, the Deed for such real property being attached hereto and incorporated by reference herein; and,

WHEREAS, the City desires to accept the transfer of such real property described in said Deed, and intends to use said real property for the purpose of neighborhood development as part of its East Main Street Development Project.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Danville, Illinois as follows:

SECTION 1: The City Council hereby accepts the transfer of real property described in the Deed attached hereto.

SECTION 2: The Mayor and the City Clerk are hereby authorized to execute and attest, respectively, any documents necessary to accept the transfer of real property on behalf of the City, including but not limited to, the STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES, attached hereto and made a part hereof.

SECTION 3: This ordinance shall take effect immediately upon its passage and approval.

PASSED this ____ day of _____, 20___, by _____ ayes, _____ nays and _____ absent.

APPROVED:

By:_____
Mayor

ATTEST:

By:_____
City Clerk

WARRANTY DEED

THE GRANTOR, Elizabeth A. White, divorced and not since remarried,

for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged,

CONVEYS AND WARRANTS TO: The City of Danville, an Illinois Municipal Corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois,

the following described real estate:

Lots 20, 21 and 22 in Buckingham and Johnson's First Addition to Oaklawn, now a part of the City of Danville, situated in Vermilion County, Illinois.

Permanent Real Estate Index Number: 23-03-410-016-0040

Tract Number: DEL 3384

(Commonly known as 202 Wisconsin, Danville, Illinois 61832).

situated in Vermilion County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of said State.

SUBJECT TO: General taxes for the year 2015 and subsequent years; easements of record; any other rights, covenants or restrictions of record.

EXEMPT under Section 31-45 (E) of the Property Tax Code.

Dated this 13th day of April, 2016

Elizabeth A. White

Elizabeth A. White

STATE OF ILLINOIS)
) SS
COUNTY OF VERMILION)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that:

Elizabeth A. White, divorced and not since remarried,

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal this 13 day of April, 2016

OFFICIAL SEAL
BECKY S BEDDOW
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/04/19

Becky S Beddow
Notary Public

Send tax statement to: The City of Danville
Attn: Finance
17 W. Main Street
Danville, IL 61832

Prepared By: Bethany S. Nystrom
City of Danville
17 W. Main Street,
Danville, IL 61832

Return To: The City of Danville
17 W. Main Street
Danville, IL 61832

CHICAGO TITLE INSURANCE COMPANY

STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Commitment No.: 195457
Date: 4-13-16

Loan No.:_____

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

1. That, except as noted at the end of this paragraph, within the last six (6) months a) no labor, service, or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land: b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the land or building(s) thereon, as fixtures: c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof: d) nor have any notices of lien been received, except the following, if any:

2. There are no revloving credit mortgages, line of credit mortgages, home equity loan mortgages, or other voluntary liens or mortgages affecting title, other than those shown on Schedule B of the Commitment, except the following, if any:

3. That all management fees, if any, are fully paid, except the following:

4. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any:

5. That there are no unrecorded contracts or options to purchase the land, except the following, if any:

6. That there are no unrecorded leases, easements or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any:

7. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited: and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchaser(s) or pledgee thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

8. ~~That, I/we am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us.~~ (Delete statement if not applicable.)

The undersigned makes the above statement for the purpose of inducing Chicago Title Insurance Company to issue its owners or loan policy pursuant to the above commitment.

Seller or Owner		*Purchaser*	
Elizabeth A. White Elizabeth A. White	(SEAL)	The City of Danville	(SEAL)
	(SEAL)	By: Scott Eisenhauer, Mayor	(SEAL)
	(SEAL)		(SEAL)
	(SEAL)		(SEAL)
Print Name		Print Name	

OFFICIAL SEAL
BECKY S BEDDOW
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/04/19

Subscribed and sworn to before me this 13 day of April, 2016
Becky S. Beddow
Notary Public

Subscribed and sworn to before me this _____ day of _____, 20 ___.
_____
Notary Public

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on _____. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

_____
Dated

_____
Signature