



Rickey Williams, Jr., Mayor

**NOTICE AND AGENDA
PUBLIC SERVICES COMMITTEE MEETING**

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

Tuesday, March 26, 2019 – 6:00 PM

1. Call to Order – Roll Call
2. Approve Minutes
3. Approve Agenda
4. Audience Comments
5. Chairman’s Comments
6. Approve Payrolls
7. Approve Vouchers Payables
8. City Clerk’s Report – Lisa Monson
 - A. Items of Information
9. Community Development – David Schnelle, Director
 - A. Resolution: Awarding Contract for CDBG Housing Rehabilitation Project at 1016 Franklin Street
 - B. Items of Information
10. Finance – Shelley Scott, Comptroller
 - A. Resolution: Accepting Auditing Services (paperwork at meeting, bid opening 3/25)
 - B. Resolution: Approving Products and Services Agreement with BridgePay Network Solutions, LLC
 - C. Items of Information
 1. Risk Manager Monthly Report
 2. Personnel Monthly Report
 3. Additional Items of Information
11. Fire – Larry Thomason, Public Safety Director
 - A. Items of Information
 1. Monthly Incident Report

PUBLIC SERVICES COMMITTEE

PAGE – 2 –

MARCH 26, 2019

12. Human Relations – Sandra Finch, Administrator
 - A. Items of Information
 1. Monthly Status Report
13. Information Technology – Agnel DSilva, Administrator
 - A. Items of Information
14. Legal – Rickey Williams, Mayor
 - A. Ordinance: Amending Chapter 118 of City Code Pertaining to Licensing
 - B. Items of Information
15. Police – Larry Thomason, Public Safety Director
 - A. Resolution: Approving Trade-In of Tangible Personal Property
 - B. Items of Information
 1. Monthly Report (paperwork at meeting)
 2. Anticipated Fiscal Year 2018-2019 PSB Rebate
16. Discussion and Review of Proposed Fiscal Year 2019-2020 Budget
17. Closed Session
18. Committee Members' Comments
19. Adjournment

City of Danville

DANVILLE, ILLINOIS

SCHEDULE OF VOUCHERS PAYABLE

7

SUMMARY

March 26, 2019

DISTRIBUTIONS

General Fund (001)		\$	40,336.00
Finance (011)	\$	174.00	
Central Vehicle Maint. (012)	\$	17,062.62	
General City Government (015)	\$	15.93	
City Treasurer (016)	\$	100.00	
Legal Services (017)	\$	812.09	
Information Technology (020)	\$	342.12	
Police (021)	\$	17,099.17	
Fire (022)	\$	1,059.78	
Streets (031)	\$	372.45	
Parks & Public Property (051)	\$	3,224.29	
Pool (052)	\$	73.55	
Fire Pension Fund (098)	\$	144,659.97	
Police Pension Fund (099)	\$	96,439.98	
Motor Fuel Tax (103)	\$	22,503.68	
State Narcotics Forfeiture (104)	\$	328.80	
Community Development Block Grant - CDBG (106)	\$	3,921.34	
Danville Mass Transit (113)	\$	17,516.79	
Danville Area Transportation Study - DATS (116)	\$	(2.20)	
Landfill Remediation (301)	\$	5,897.87	
Capital Improvements (302)	\$	691.97	
Harrison Park Golf Course (401)	\$	832.61	
Sanitary Sewer (402)	\$	3,580.85	
Solid Waste Management (405)	\$	22,536.57	
Brownfield Grant (704)	\$	1,568.75	
Total		\$	360,812.98

COMPTROLLER

DATE

MAYOR

DATE

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR MARCH 26, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-011-00-52083 - Dues and Subscriptions	610 - EASTERN ILLINOIS UNIVERSITY IMTA	IMTA 2019-2020 MEMBERSHIP-S. SCOTT & S. WILSON	03/20/2019	120542	100.00
001-22019 - 1196 Union Dues Withholding	MEMBERSHIP	PAYROLL ADJUSTMENT JUNE 14TH 2014	03/20/2019	120506	26.00
001-22019 - 1196 Union Dues Withholding	5699 - ANDRE BROWN	PAYROLL ADJUSTMENT JUNE 14TH 2014	03/20/2019	120514	6.00
001-22019 - 1196 Union Dues Withholding	5547 - BERNARDO GONZALES	PAYROLL ADJUSTMENT JUNE 14TH 2014	03/20/2019	120519	6.00
001-22019 - 1196 Union Dues Withholding	2638 - BRENDA FINLEY	PAYROLL ADJUSTMENT JUNE 14TH 2014	03/20/2019	120536	6.00
001-22019 - 1196 Union Dues Withholding	4626 - DAVID DECKER	PAYROLL ADJUSTMENT JUNE 14TH 2014	03/20/2019	120558	6.00
001-22019 - 1196 Union Dues Withholding	4504 - LAURA DECKER	PAYROLL ADJUSTMENT JUNE 14TH 2014	03/20/2019	120564	6.00
001-22019 - 1196 Union Dues Withholding	1456 - MICHAEL KNIGHT	PAYROLL ADJUSTMENT JUNE 14TH 2014	03/20/2019	120566	6.00
001-22019 - 1196 Union Dues Withholding	1363 - MICHAEL RANDLE	PAYROLL ADJUSTMENT JUNE 14TH 2014	03/20/2019	120565	6.00
001-22019 - 1196 Union Dues Withholding	4452 - RICK TAYLOR	PAYROLL ADJUSTMENT JUNE 14TH 2014	03/20/2019	120571	6.00
001-22019 - 1196 Union Dues Withholding	4421 - ROBERT MCNEIL	PAYROLL ADJUSTMENT JUNE 14TH 2014	03/20/2019	120572	6.00
001-012-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS CVM	03/11/2019	120510	44.98
001-012-00-52015 - Maintenance of Vehicles	1214 - COFFMAN'S TRUCK SERVICE	REPLACE TRANSMISSION UNIT #73 TANDEM DUMP	03/11/2019	120528	1,360.00
001-012-00-52099 - Other Contractual Services	1214 - COFFMAN'S TRUCK SERVICE	TOWED TRUCK #75(HP TO CVM) TRUCK #12 (ELLSWORTH TO CVM)	03/11/2019	120528	550.00
001-012-00-52099 - Other Contractual Services	2436 - CARMACK CAR CAPITOL	NAPA TECH TRAINING	03/14/2019	120523	150.00
001-012-00-53015 - Materials to Maintain Vehicles	630 - ILLINI FS INC	VALVES FOR BULK OIL SYSTEM IN CVM	03/01/2019	120552	990.00
001-012-00-53015 - Materials to Maintain Vehicles	2200 - LAWSON PRODUCTS INC	SHOP STOCK FOR ALL UNITS	03/04/2019	120559	176.64
001-012-00-53015 - Materials to Maintain Vehicles	399 - FASTENAL COMPANY	PART FOR UNIT #89 DUMP TRUCK	03/07/2019	120545	2.49
001-012-00-53015 - Materials to Maintain Vehicles	1214 - COFFMAN'S TRUCK SERVICE	REPLACE TRANSMISSION UNIT #73 TANDEM DUMP	03/11/2019	120528	9,741.56
001-012-00-53015 - Materials to Maintain Vehicles	2465 - DANVILLE RUBBER GROUP	HYDRAULIC FITTINGS FOR UNIT #100 - DUMP	03/11/2019	120534	18.68
001-012-00-53015 - Materials to Maintain Vehicles	1422 - DRAKE-SCRUGGS EQUIPMENT CO	PARTS FOR UNIT #12 - TREE TRUCK	03/11/2019	120541	24.08
001-012-00-53015 - Materials to Maintain Vehicles	103 - BIG R	VALVE & HOSES FOR UNIT #75 & #100 - DUMP TRUCK	03/12/2019	120515	18.65
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	PARTS FOR UNIT #75 - DUMP TRUCK	03/12/2019	120573	1,177.72
001-012-00-53015 - Materials to Maintain Vehicles	76 - B & D SALES AND SERVICE	FILTER & BELT FOR STREETS PORTABLE GENERATOR	03/13/2019	120513	56.48
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	AIR PRESSURE TANK FOR UNIT #75 - DUMP TRUCK	03/13/2019	120573	330.00
001-012-00-53016 - Materials to Maint other Equipment	2200 - LAWSON PRODUCTS INC	SHOP STOCK FOR ALL UNITS	03/04/2019	120559	176.64
001-012-00-53016 - Materials to Maint other Equipment	5660 - HERITAGE PETROLEUM LLC	BULK HYDRAULIC OIL FOR ALL UNITS	03/11/2019	120551	1,644.35
001-012-00-53016 - Materials to Maint other Equipment	76 - B & D SALES AND SERVICE	AIR FILTER FOR STREETS DEPT SMALL EQUIPMENT	03/12/2019	120513	110.25
001-012-00-53017 - Small Tools & Equipment	340 - DEPKE WELDING SUPPLIES INC	HOSE FOR SHOP CUTTING TORCH	03/11/2019	120537	56.88
001-012-00-53017 - Small Tools & Equipment	340 - DEPKE WELDING SUPPLIES INC	SHOP CUTTING TORCH	03/11/2019	120537	350.00
001-012-00-53024 - Gasoline	340 - DEPKE WELDING SUPPLIES INC	PROPANE - SHOP HYSTER FUEL	03/13/2019	120537	83.22
001-015-00-52083 - Dues and Subscriptions	5014 - FIRST BANKCARD	Adobe subscription	02/18/2019	120547	15.93
001-016-00-52083 - Dues and Subscriptions	610 - EASTERN ILLINOIS UNIVERSITY IMTA	IMTA 2019-2020 MEMBERSHIP-S. SCOTT & S. WILSON	03/20/2019	120542	100.00
001-017-00-52020 - Administrative Adjudicary	MEMBERSHIP	MUNICIPAL HEARING OFFICER FOR FEB 2019	03/11/2019	120512	475.00
001-017-00-52023 - Legal Services	1665 - ANCEL GLINK DIAMOND BUSH DICIANNI & KRAFTEFER,PC	PIERCE LITIGATION	03/21/2019	120505	90.09
001-017-00-52101 - Service of Summons	196 - CHAMPAIGN COUNTY SHERIFFS DEPARTMENT	SERVICE OF SUMMONS	03/11/2019	120525	52.00
001-017-00-52101 - Service of Summons	ATTN: CIVIL P	SERVICE OF SUMMONS	03/11/2019	120556	80.00
001-017-00-52101 - Service of Summons	6029 - KERN COUNTY SHERIFF'S DEPT	SERVICE OF SUMMONS	03/11/2019	120574	70.00
001-017-00-52101 - Service of Summons	6030 - SAN DIEGO SERVICE OF PROCESS, LLC.	SERVICE OF SUMMONS	03/11/2019	120583	45.00
001-020-00-52009 - Computer Service and Supplies	6028 - WASHINGTON COUNTY SHERIFF'S DEPARTMENT	WIN ISO SOFTWARE	02/22/2019	120547	19.95
001-020-00-52009 - Computer Service and Supplies	5014 - FIRST BANKCARD	SPICEWORKS HELPDESK SUBSCRIPTION	02/27/2019	120547	45.00
001-020-00-52009 - Computer Service and Supplies	5014 - FIRST BANKCARD	COMODO SSL CERTIFICATE FOR DPD EMAIL SERVER	03/07/2019	120547	99.95
001-020-00-52009 - Computer Service and Supplies	5014 - FIRST BANKCARD	Weebly Website Hosting renewal	03/07/2019	120547	71.80
001-020-00-53006 - Computer Supplies	5014 - FIRST BANKCARD	PATCH CABLES FOR CITY HALL SERVER ROOM	02/21/2019	120547	105.42

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR MARCH 26, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-021-00-51001 - Salaries	643 - SCOTT W TALBOTT	SERVICES RENDERED	03/01/2019	120576	153.00
001-021-00-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	CHILD FIRST ILLINOIS SPRING 2019 CLASS-J. JEFFERS	03/01/2019	120547	500.00
001-021-00-52051 - Travel, Training and Ex	1683 - BRANDON HAHNE	MEAL REIMBURSEMENT PER CONTRACT	03/12/2019	120518	7.50
001-021-00-52051 - Travel, Training and Ex	6003 - DOUG MILLER	MEAL REIMBURSEMENT PER CONTRACT	03/12/2019	120540	7.50
001-021-00-52051 - Travel, Training and Ex	1663 - JACOB TROGLIA	MEAL REIMBURSEMENT PER CONTRACT	03/12/2019	120554	7.50
001-021-00-52051 - Travel, Training and Ex	2642 - MICHAEL HOLT	MEAL REIMBURSEMENT PER CONTRACT	03/12/2019	120563	7.50
001-021-00-52051 - Travel, Training and Ex	5967 - SCOTT SHOWERS	MEAL REIMBURSEMENT PER CONTRACT	03/12/2019	120575	7.50
001-021-00-52051 - Travel, Training and Ex	1208 - TJ DAVIS	MEAL REIMBURSEMENT PER CONTRACT	03/12/2019	120581	7.50
001-021-00-52051 - Travel, Training and Ex	2526 - AMY L WASSON	MILEAGE REIMBURSEMENT PER CONTRACT	10/08/2018	120504	106.71
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	OIL FILTERS FOR CHEVY, WHEEL BEARING AND HUB FOR CAR 110	03/12/2019	120567	199.15
001-021-00-53015 - Materials to Maintain Vehicles	3157 - BUMPER TO BUMPER	POWER	03/13/2019	120522	45.64
001-021-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE AT 2 E SOUTH ST JAN & FEB 19	03/21/2019	120552	15,248.97
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	CLOTHING PER CONTRACT - BERNARDI	03/12/2019	120570	33.29
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	CLOTHING PER CONTRACT - CRAWLEY	03/12/2019	120570	112.50
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	CLOTHING PER CONTRACT - DUNHAM	03/12/2019	120570	135.98
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	CLOTHING PER CONTRACT - CORNETT	03/14/2019	120570	395.96
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	CLOTHING PER CONTRACT - RANNEBARGER	03/18/2019	120570	18.99
001-021-00-53099 - Other Commodities	60 - ARNOLD'S OFFICE SUPPLY	CD/DVD SLEEVES	03/15/2019	120511	103.98
001-022-00-52016 - Maintenance of Other Equipment	5585 - SUPREME RADIO COMMUNICATIONS INC	TECHNICAL SERVICES/LABOR	02/28/2019	120578	240.00
001-022-00-52087 - Training	5014 - FIRST BANKCARD	TRAVEL EXPENSES-HOTEL FOR CONFERENCE	02/22/2019	120547	239.92
001-022-00-52099 - Other Contractual Services	671 - TERMINIX SERVICES INC	PEST CONTROL - STATION 1	03/06/2019	120580	69.00
001-022-00-52099 - Other Contractual Services	671 - TERMINIX SERVICES INC	PEST CONTROL - STATION 2	03/06/2019	120580	69.00
001-022-00-52099 - Other Contractual Services	671 - TERMINIX SERVICES INC	PEST CONTROL - STATION 3	03/06/2019	120580	69.00
001-022-00-53016 - Materials to Maint other Equipment	687 - LOWE'S BUSINESS ACCOUNT	BACTERIOSTATIC TREATMENT FOR HUMIDIFIERS	02/22/2019	120560	18.75
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	CLOTHING PER CONTRACT - MCMMASTERS	02/09/2019	120570	89.98
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	CLOTHING PER CONTRACT - RYAN	03/08/2019	120570	88.16
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	CLOTHING PER CONTRACT - MCMMASTERS	08/03/2018	120570	34.00
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	CLOTHING PER CONTRACT - R LESTER	09/28/2018	120570	66.97
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	CLOTHING PER CONTRACT - BUSICK	11/09/2018	120570	75.00
001-022-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORM STREETS	03/11/2019	120510	72.34
001-031-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	ONLINE TICKET MANAGEMENT FE 2019	03/21/2019	120582	64.12
001-031-00-53016 - Materials to Maint other Equipment	399 - FASTENAL COMPANY	REPLACEMENT BATTERIES & BLOWERS	03/21/2019	120545	159.49
001-031-00-53017 - Small Tools & Equipment	5014 - FIRST BANKCARD	RECHARGEABLE BATTERIES	02/13/2019	120547	16.98
001-031-00-53017 - Small Tools & Equipment	399 - FASTENAL COMPANY	BLOWER FOR JOB CLEANUP & EYEWASH FOR JOB SITE	03/20/2019	120545	44.50
001-031-00-53099 - Other Commodities	399 - FASTENAL COMPANY	BLOWER FOR JOB CLEANUP & EYEWASH FOR JOB SITE	03/20/2019	120545	15.02
001-051-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS PARKS	03/11/2019	120510	27.65
001-051-00-52011 - Maintenance of Building	5338 - MCCORMICK COMMERCIAL SERVICE	REPAIR COMMERCIAL STOVE @ FIRE STATION #3	03/05/2019	120562	616.10
001-051-00-52011 - Maintenance of Building	621 - J & J WINDOWS	WINDOW WASHING PW BLDG	03/21/2019	120553	32.50
001-051-00-52083 - Dues and Subscriptions	5467 - BMI	BASE LICENSE FEE FOR 3/1/19-2/29/20	03/02/2019	120516	322.20
001-051-00-52088 - Rentals	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS DPW MATS	03/11/2019	120510	7.00
001-051-00-52099 - Other Contractual Services	248 - AQUA IL	1155 E VOORHEES	03/12/2019	120509	166.88
001-051-00-52099 - Other Contractual Services	248 - AQUA IL	500 E WINTER	03/12/2019	120509	23.92
001-051-00-52099 - Other Contractual Services	248 - AQUA IL	159 N VERMILION	03/14/2019	120509	23.92
001-051-00-52099 - Other Contractual Services	248 - AQUA IL	25 N HAZEL	03/14/2019	120509	59.78
001-051-00-52099 - Other Contractual Services	248 - AQUA IL	307 N VERMILION	03/14/2019	120509	23.92
001-051-00-53011 - Materials to Maintain Buildings	687 - LOWE'S BUSINESS ACCOUNT	SUPPLY LINES FOR SING AT FIRE STATION 3	01/25/2019	120560	11.94
001-051-00-53011 - Materials to Maintain Buildings	687 - LOWE'S BUSINESS ACCOUNT	PLUMBING PARTS FOR FIRE STATION 3	01/28/2019	120560	8.71
001-051-00-53011 - Materials to Maintain Buildings	687 - LOWE'S BUSINESS ACCOUNT	MATERIALS FOR CONDENSATE LINE FIRE STATION 3	02/01/2019	120560	3.24

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR MARCH 26, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-051-00-53011 - Materials to Maintain Buildings	5014 - FIRST BANKCARD	SENSORED LIFE 12 MONTH DEVICE MONITORING X5	02/11/2019	120547	897.00
001-051-00-53011 - Materials to Maintain Buildings	103 - BIG R	HEATER FOR SUMP PIT & PARTS FOR PUMP REPAIR	03/11/2019	120515	51.96
001-051-00-53011 - Materials to Maintain Buildings	243 - CONNOR COMPANY	NEW SUMP PUMP & PIPE FOR PARKING GARAGE	03/11/2019	120529	421.70
001-051-00-53011 - Materials to Maintain Buildings	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	BREAKER FOR PARKING GARAGE	03/11/2019	120577	93.61
001-051-00-53013 - Materials to Maintain Other	289 - DANVILLE TILE & DRAINAGE, INC.	CAP FOR 4TH ST BOLLARD	03/12/2019	120535	20.75
001-051-00-53013 - Materials to Maintain Other	892 - KIRCHNER BUILDING CENTERS	4TH ST BOLLARD REPAIR	03/12/2019	120557	4.46
001-051-00-53017 - Small Tools & Equipment	2788 - A M LEONARD	NEW LEAF RAKES	03/06/2019	120503	124.79
001-051-00-53055 - Recreation Supplies	687 - LOWE'S BUSINESS ACCOUNT	PINE BOARDS FOR PARTY ACTIVITY	02/07/2019	120560	187.98
001-051-00-53099 - Other Commodities	103 - BIG R	STRING & OIL FOR WEDEATER - WINTER PARK	03/11/2019	120515	55.97
001-051-00-53099 - Other Commodities	127 - BOTTS LOCKSMITH	KEY FOR WINTER CONCESSION STAND FOR DACC	03/11/2019	120517	2.00
001-051-00-53099 - Other Commodities	127 - BOTTS LOCKSMITH	KEY FOR WINTER CONCESSION STAND	03/12/2019	120517	8.00
001-051-00-53099 - Other Commodities	316 - DANVILLE PAPER & SUPPLY INC	CUSTODIAL SUPPLIES FOR PW FACILITY	03/21/2019	120532	28.31
001-052-00-53013 - Materials to Maintain Other	687 - LOWE'S BUSINESS ACCOUNT	MATERIALS FOR GARFIELD POOL FENCE	02/05/2019	120560	73.55
098-098-00-51012 - Fire Pension	300 - DANVILLE FIREMENS PENSION FUND	TRANSFER PER 18/19 BUDGET FROM PSF COLLECTED FEB REC'D	03/20/2019	120531	144,659.97
099-099-00-51011 - Pension Contributions/IMRF ERI	1005 - DANVILLE POLICE PENSION FUND	TRANSFER PER 18/19 BUDGET FROM PSF COLLECTED FEB REC'D	03/20/2019	120533	96,439.98
103-103-18-6356E - Bowman Avenue Grade Separations	508 - HANSON PROFESSIONAL SERVICES INC	MAR	03/11/2019	120550	19,130.34
103-103-18-6357S - Freight Study	508 - HANSON PROFESSIONAL SERVICES INC	BOWMAN AVENUE GRADE SEPARATIONS	03/11/2019	120549	3,373.34
104-104-00-54099 - Other Expenditures	702 - RAY O'HERRON CO INC	DANVILLE FREIGHT STUDY	03/14/2019	120570	328.80
106-106-17-54090 - CDBG Community Projects	5930 - CHARLOTTE'S PROPERTIES LLC	DRUG KITS	03/02/2019	120526	2,007.85
106-106-17-54090 - CDBG Community Projects	5930 - CHARLOTTE'S PROPERTIES LLC	RES. 2018-51-2017 ECON DEV- CHARLOTTE'S 402 GILBERT	03/13/2019	120527	1,210.11
106-106-18-54090 - CDBG Community Projects	5014 - FIRST BANKCARD	RES. 2018-51-2017 ECON DEV- CHARLOTTE'S 402 GILBERT	02/28/2019	120547	153.38
106-106-19-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	10 DAY DEMO NOTICES	02/27/2019	120547	450.00
106-106-19-52099 - Other Contractual Services	5014 - FIRST BANKCARD	HALFMOON EDUCATION WEBINAR	02/27/2019	120547	100.00
113-113-18-53024 - Gasoline	630 - ILLINI FS INC	INTERNATIONAL CODE COUNCIL CERTIFICATE RENEWALA	02/27/2019	120547	230.50
113-113-19-52009 - Computer Service and Supplies	5014 - FIRST BANKCARD	FUEL USAGE AT 2 E SOUTH ST JAN & FEB 19	03/21/2019	120552	52.99
113-113-19-52011 - Maintenance of Building	3959 - MIDWEST ASPHALT COMPANY	Adobe subscription	03/18/2019	120566	86.06
113-113-19-52016 - Maintenance of Other Equipment	277 - DI FIRE & SAFETY EQUIPMENT	LABOR	03/15/2019	120538	161.00
113-113-19-53006 - Computer Supplies	5008 - DISCOUNT ID	STATE TAGS AND BRKT	03/01/2019	120539	166.50
113-113-19-53015 - Materials to Maintain Vehicles	453 - GILLIG CORPORATION	RIBBON FOR ID PRINTER AND SHIPPING	03/06/2019	120548	91.80
113-113-19-53015 - Materials to Maintain Vehicles	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	Bus Parts	03/06/2019	120577	21.26
113-113-19-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	ELECTRICAL TAP	03/07/2019	120530	19.98
113-113-19-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	Bus Parts	03/08/2019	120548	61.31
113-113-19-53015 - Materials to Maintain Vehicles	453 - GILLIG CORPORATION	Bus Parts	03/08/2019	120548	3.75
113-113-19-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	Bus Parts	03/15/2019	120530	152.10
113-113-19-53016 - Materials to Maint other Equipment	103 - BIG R	Bus Parts	03/16/2019	120515	21.98
113-113-19-53024 - Gasoline	630 - ILLINI FS INC	BATTERIES FOR FLASHLIGHTS	03/12/2019	120552	16,195.90
113-113-19-53041 - Cleaning Supplies	316 - DANVILLE PAPER & SUPPLY INC	FUEL	03/13/2019	120532	29.75
113-113-19-53099 - Other Commodities	103 - BIG R	TISSUE FOR TZ	03/06/2019	120515	216.67
113-113-19-53099 - Other Commodities	316 - DANVILLE PAPER & SUPPLY INC	BATTERIES, SALT, PROPANE	03/13/2019	120532	64.23
116-116-19-52083 - Dues and Subscriptions	103 - BIG R	TISSUE HOLDER TZ	03/13/2019	120515	(58.99)
116-116-19-52083 - Dues and Subscriptions	5014 - FIRST BANKCARD	RETURN PUMP	02/26/2019	120547	23.83
116-116-19-52083 - Dues and Subscriptions	5014 - FIRST BANKCARD	OFFICE SUPPLIES	02/26/2019	120547	(26.03)
301-301-00-52022 - Engineering Services	5469 - APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC	RETURNED OFFICE SUPPLY CREDIT TO REVERSE TAXES	03/19/2019	120507	4,762.29
301-301-00-52022 - Engineering Services	5469 - APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC	FINAL REPORT PILOT STUDY	03/19/2019	120508	1,135.58
301-301-00-52022 - Engineering Services	INC	CONSULTING FOR STORM WATER DITCH REPAIRS	03/19/2019	120508	1,135.58

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR MARCH 26, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
302-302-00-54045 - Neighborhood Association	5014 - FIRST BANKCARD	FOOD AND SUPPLIES FOR ANNUAL NEIGHBORHOOD ASSOC. WORKSHOP	03/01/2019	120547	691.97
401-401-00-46071 - Golf Receipts	6031 - Joe Eaton	REIMBURSEMENT OF 2019 COUPLES MEMBERSHIP	03/20/2019	120555	750.00
401-401-00-53011 - Materials to Maintain Buildings	687 - LOWE'S BUSINESS ACCOUNT	CEILING TILES FOR PRO SHOP	02/14/2019	120560	44.62
401-401-00-53099 - Other Commodities	687 - LOWE'S BUSINESS ACCOUNT	HEATER FOR CHEMICAL ROOM AT HPGC	02/06/2019	120560	37.99
402-402-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS SEWERS	03/11/2019	120510	43.25
402-402-00-52011 - Maintenance of Building	621 - J & J WINDOWS	WINDOW WASHING PW BLDG	03/21/2019	120553	16.25
402-402-00-52016 - Maintenance of Other Equipment	3827 - EJ EQUIPMENT	OZZ CAMERA REPAIR	03/21/2019	120543	660.00
402-402-00-52016 - Maintenance of Other Equipment	3827 - EJ EQUIPMENT	OZZ CAMERA DIAGNOSIS & REPAIR	03/21/2019	120543	426.00
402-402-00-52016 - Maintenance of Other Equipment	3827 - EJ EQUIPMENT	REPAIR OF ULTRA SHORTY TRANSPORTER	03/21/2019	120543	600.00
402-402-00-52099 - Other Contractual Services	393 - EXPRESS PACKAGING SERVICE	SHIPPING FOR PART RETURN	03/21/2019	120544	39.90
402-402-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	ONLINE TICKET MANAGEMENT FE 2019	03/21/2019	120582	64.13
402-402-00-53014 - Materials to Maintain Storm Water	289 - DANVILLE TILE & DRAINAGE, INC.	CAP FOR BACKFLOW PREVENTER CITY HALL ROOF	02/28/2019	120535	59.36
402-402-00-53014 - Materials to Maintain Storm Water	289 - DANVILLE TILE & DRAINAGE, INC.	WALNUT & CLAY INLET REPAIR-FURNCOS	03/11/2019	120535	122.05
402-402-00-53014 - Materials to Maintain Storm Water	1022 - PRAIRIE MATERIAL	ALLEY PAD & CURB BEHIND SIDEWALK @CITY HALL	03/21/2019	120569	357.75
402-402-00-53016 - Materials to Maintain other Equipment	2465 - DANVILLE RUBBER GROUP	BATTERY TERMINALS FOR CAT BACKHOE-SEWER DEPT.	03/21/2019	120534	8.32
402-402-00-53016 - Materials to Maintain other Equipment	3827 - EJ EQUIPMENT	OZZ CAMERA REPAIR	03/21/2019	120543	230.88
402-402-00-53016 - Materials to Maintain other Equipment	3827 - EJ EQUIPMENT	OZZ CAMERA DIAGNOSIS & REPAIR	03/21/2019	120543	17.52
402-402-00-53017 - Small Tools & Equipment	5014 - FIRST BANKCARD	REPAIR OF ULTRA SHORTY TRANSPORTER	03/21/2019	120543	556.16
402-402-00-53017 - Small Tools & Equipment	399 - FASTENAL COMPANY	MANHOLE ACCESS FOR ENGINEERING	03/04/2019	120547	59.99
402-402-00-53017 - Small Tools & Equipment	399 - FASTENAL COMPANY	BLOWER FOR JOB CLEANUP & EYEWASH FOR JOB SITE	03/20/2019	120545	44.49
402-402-00-53017 - Small Tools & Equipment	399 - FASTENAL COMPANY	REPLACEMENT BATTERIES & BLOWERS	03/21/2019	120545	159.49
402-402-00-53099 - Other Commodities	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	TV TRUCK ELECTRICAL TAPE STOCK	03/04/2019	120577	66.34
402-402-00-53099 - Other Commodities	399 - FASTENAL COMPANY	BLOWER FOR JOB CLEANUP & EYEWASH FOR JOB SITE	03/20/2019	120545	15.02
402-402-00-53099 - Other Commodities	316 - DANVILLE PAPER & SUPPLY INC	CUSTODIAL SUPPLIES FOR PW FACILITY	03/21/2019	120532	14.15
402-402-00-53099 - Other Commodities	892 - KIRCHNER BUILDING CENTERS	BLADES FOR GRINDER TO CUT PIPE	03/21/2019	120557	19.80
405-405-00-46229 - Major Clean up	6032 - MARY FERRIN	REFUND FOR MAJOR COLLECTION 3/14/19	03/08/2019	120561	75.00
405-405-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF - A. PINNICK 3/4-3/8/19	03/13/2019	120579	560.00
405-405-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS SOLID WASTE	03/11/2019	120510	87.91
405-405-00-52011 - Maintenance of Building	621 - J & J WINDOWS	WINDOW WASHING PW BLDG	03/21/2019	120553	16.25
405-405-00-52092 - Dumping Fees	138 - BRICKYARD LANDFILL - 4725	Tipping Fees	03/21/2019	120520	31.64
405-405-00-52092 - Dumping Fees	138 - BRICKYARD LANDFILL - 4725	Tipping Fees	03/21/2019	120521	20,542.50
405-405-00-52099 - Other Contractual Services	4483 - NETWORKFLEET, INC	GPS UNITS FOR SEWER & SOLID WASTE TRUCKS	03/01/2019	120568	189.50
405-405-00-53015 - Materials to Maintain Vehicles	192 - CENTRAL INDIANA TRUCK EQUIPMENT	COIL & CARTRIDGE FOR UNIT #93 - AUTOMATED	03/11/2019	120524	115.27
405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	Parts for Unit #95	03/21/2019	120573	62.80
405-405-00-53016 - Materials to Maintain other Equipment	5014 - FIRST BANKCARD	MODULE FOR SWEEPER #3	03/06/2019	120547	703.21
405-405-00-53016 - Materials to Maintain other Equipment	103 - BIG R	CHAIN FOR SWEEPER #3	03/13/2019	120515	23.94
405-405-00-53024 - Gasoline	630 - ILLINOI FS INC	PLATINUM DEF DRUM @ YARDWASTE SITE	03/20/2019	120552	114.40
405-405-00-53099 - Other Commodities	316 - DANVILLE PAPER & SUPPLY INC	CUSTODIAL SUPPLIES FOR PW FACILITY	03/21/2019	120532	14.15
704-704-00-52029 - Professional Services	4909 - FEHR-GRAHAM & ASSOCIATES ENGINEERING & SCIENCE CON	PUMP STATION REPLACEMENT	02/28/2019	120546	1,568.75
Grand Total					360,812.98

9-A

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AWARDING OF A CONTRACT FOR CDBG HOUSING REHABILITATION PROJECT AT 1016 FRANKLIN ST

WHEREAS, a portion of the CDBG annual allotment is directed for targeted neighborhood housing rehabilitation projects; and

WHEREAS, the Center City Neighborhood is the current active targeted neighborhood and applications have been received for projects in that neighborhood; and

WHEREAS, the property at 1016 Franklin St was one of the properties that requested and was approved for a housing rehabilitation project; and

WHEREAS, the project was bid and the low bid received totaled \$25,500.00 from National Construction Services, LLC for the project which is to encompass roof replacement, sheathing replacement, installation of gutters and downspouts, installation of roof vents, soffit and fascia replacement, and chimney repair; and

WHEREAS, the City staff has reviewed the bid and determined that all requirements have been met; and

WHEREAS, because the project amount exceeds the maximum Housing Grant amount as established in the adopted Housing Program Policy Manual the owner has been asked and will be contributing \$2,000 towards the cost of the project; and

WHEREAS, the bid requires City Council approval because the awarded contract amount would exceed the \$20,000 purchasing threshold and the amount also exceeds the maximum Housing Grant amount as established in the adopted Housing Program Policy Manual;

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

1. The contract for CDBG Housing Rehabilitation Project Center City #5-2017 for 1016 Franklin Street is hereby awarded to the lowest responsible bidder, National Construction Services, LLC in the amount of \$25,500.00; and
2. The Mayor is authorized to issue a purchase order and perform all work necessary to complete and pay for this transaction.
3. This shall be paid from the CDBG Community Projects line item 106-106-17-54090 in the amount of \$23,500.00.
4. This resolution shall take effect upon its passage and publication in pamphlet form.

PASSED this _____ day of April 2019, by _____ Ayes, _____ Nays, _____ Absent

APPROVED:

BY: _____
Acting Mayor

ATTEST:

BY: _____
City Clerk

BID RECAP - 1016 Franklin

CONTRACTOR	TOTAL BID
Lipa of Indiana Inc. (Country Carpentry)	\$ 28,150.00
Home Improvements Unlimited Inc.	\$ 38,140.00
National Construction Services, LLC	\$ 25,500.00

RESOLUTION NO.: _____

A RESOLUTION APPROVING PRODUCTS AND SERVICES AGREEMENT
WITH BRIDGEPAY NETWORK SOLUTIONS, LLC

WHEREAS, the City approved Resolution 2018-71 authorizing an agreement for Merchant Services that utilizes the BridgePay gateway and is compatible with Tyler Cashiering for receipt of credit card payments; and,

WHEREAS, the City has approved the use of credit cards for the payment of certain amounts owed to the City; and,

WHEREAS, an integration system is needed to coordinate between the merchant service providers (credit card companies) and Tyler Cashiering; and,

WHEREAS, BridgePay Network Solutions LLC is the preferred provider of the necessary technology to integrate Tyler Cashiering and the merchant service providers/credit cards; and,

WHEREAS, the City desires to enter into an agreement with BridgePay Network Solutions LLC to provide the necessary integration.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANVILLE, ILLINOIS, that the Mayor and City Clerk be authorized to sign and attest, respectively, the Products and Services Agreement with BridgePay Network Solutions LLC, a copy of which is attached hereto and incorporated by reference herein.

PASSED this ____ day of _____, 20____, by _____ Ayes, _____ Nays, _____ Absent.

APPROVED:

By: _____
Acting Mayor

ATTEST:

By: _____
City Clerk

Products and Services Agreement

This Products and Services Agreement (“Agreement”) is made as of _____, 20__ (“Effective Date”) by and between BridgePay Network Solutions, LLC with offices at 4300 West Lake Mary Blvd. Suite 1010-409, Lake Mary, FL 32746-2012 (“BridgePay”) and _____ with offices at _____ (“Client”).

I. Definitions

“**Documentation**” means the operations manuals, help files and other documentation designed to be used in conjunction with the Products and Services.

“**Fees**” means those fees payable to BridgePay, as set forth on the attached Exhibit A attached hereto.

“**Payment Brand**” means Visa, MasterCard and any other association, payment brand, payment instrument issuer, debit network or payment methodology or system having proprietary rights to and clearing and oversight responsibilities with respect to any payment instrument used to affect payment-related transactions.

“**Products and Services**” means the products and services described in this Agreement, including any upgrades, modifications or improvements thereto made available to Client by BridgePay under the terms of this Agreement.

“**Provider**” means the entity providing electronic payment processing services to Client pursuant to a separate merchant processing agreement.

II. Client’s Rights and Obligations

2.1 Installation, Servicing, Maintenance. In consideration of use of the Products and Services, Client agrees to: (i) provide true, accurate, current, and complete information about Client and Provider as requested on any registration or application form, and (ii) to maintain and update this information to keep it true, accurate, current and complete. If any information provided by Client is untrue, inaccurate, not current, or incomplete, BridgePay has the right to terminate Client's access to the Products and Services and refuse any and all current or future use of the Products and Services. Client will be responsible for the installation, servicing and maintenance of the point-of-sale devices and related equipment at Client’s facilities, and will likewise be responsible for the connection of those devices to the Products and Services in compliance with BridgePay’s requirements.

2.2 License Grant. Subject to the terms and conditions of this Agreement, BridgePay hereby grants to Client a limited, non-exclusive, non-transferable, revocable, royalty free right, during the Agreement, to use the Products and Services, subject to the restrictions herein and any other restrictions communicated by BridgePay to Client, solely for Client’s internal use. BridgePay and its suppliers shall retain title and all ownership rights to the Products and Services and this Agreement shall not be construed in any manner as transferring any rights of

ownership or license to the Products and Services or to the features or information therein, except as specifically stated herein.

2.3 Description of Products and Services. BridgePay is providing Client with information concerning the technical requirements for allowing the Products and Services to send and receive electronic transaction data for authorization and/or settlement from and to Provider. To utilize the Products and Services, Client must: (i) provide for Client's own access to the World Wide Web and pay any fees associated with such access, and (ii) provide all equipment necessary for Client to make such connection to the World Wide Web, including a computer, modem and Web browser. Client will receive a password when registering. Upon approval, that password will allow Client access to the Products and Services. Client is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities that occur under Client's password or account. Client agrees to immediately notify BridgePay of any unauthorized use of Client's password or account or any other breach of security.

2.4 Data Collection. Client is solely responsible for the security of data residing on the servers owned, controlled or operated by Client or a third party designated by Client (e.g., a web hosting company, Provider, or other service provider). Client will comply with all state and federal laws and Payment Brand rules and regulations, including without limitation laws, rules and regulations regarding disclosure to customers on how and why personal information and financial information is collected and used. Furthermore, Client shall comply with all of BridgePay's policies, procedures and guidelines governing the Products and Services provided hereunder, as may be amended from time to time. Client agrees not to use, disclose, sell or disseminate any cardholder information obtained in a card transaction to any third party other than to, or authorized by, BridgePay. Client agrees that BridgePay shall not be liable for any improperly processed transaction or third party, illegal or fraudulent access to Client's account, Client's IDs and passwords, end-user data or transaction data.

2.5 Compliance, Data Privacy and Security. Client agrees to comply with all Payment Brand rules and regulations as amended from time to time. Client shall comply with all applicable federal, state and local statutes and BridgePay required procedures and identified best practices. Client agrees (i) not to use the Products and Services for illegal purposes; and (ii) to comply with all applicable laws regarding the transmission of technical data exported from the United States. Client agrees to comply with the Security Standards. For purposes of this Agreement "Security Standards" means all security protocols, advisories, standards and guidelines required by the Payment Brands. Client warrants that its servers and electronic systems are secure from breach or intrusion by unauthorized third parties and will hold BridgePay harmless for a breach of End User's systems. If there is a security breach of Client's system and/or access to end-user data or transaction data by an unauthorized third party, Client shall notify BridgePay promptly of such breach and shall take such precautions as may be necessary to prevent such breaches from occurring in the future, as required by BridgePay.

2.6 Other Obligations. Client shall not alter or remove any copyright or other legal notices contained in the Products and Services and the related Documentation. Client shall not: (A) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Products and Services; (B) circumvent any technological measure that controls access to the Products and Services; or (C) use the Products and Services other than pursuant to the terms of this Agreement. Client shall utilize its BridgePay assigned developer ID in each application utilizing the Products and Services. Client shall have no right to (i) disclose any BridgePay source code or Documentation to any third party, (ii) use or reproduce any BridgePay source code or Documentation other than as permitted or contemplated by this Agreement. No licenses are granted by BridgePay to Client by implication or estoppels to the BridgePay source code or Documentation.

III. BridgePay's Rights and Obligations

3.1 Ownership and Use of the Products and Services. Client shall use the Products and Services only for bona fide transactions between Client and a cardholder. Unless otherwise specifically permitted by this Agreement, Client's use of the Products and Services shall be restricted to a single merchant account owned and controlled by Client. Client agrees not to submit payment data to BridgePay or otherwise process orders on behalf of any other entity or individual. BridgePay retains all right, title and interest in and to the Products and Services and all related Documentation and all technology utilized under or in connection with this Agreement, and Client shall not take any action inconsistent with such ownership. The Products and Services, Documentation and the related Confidential Information (defined below) may be protected by copyright, trade secret and other intellectual property laws, all of which belongs to BridgePay. Client acknowledges that Client shall have no intellectual property or ownership rights in the Products and Services. Client will not contest the ownership of the Products and Services, and will cooperate with BridgePay in defending BridgePay's ownership rights to the Products and Services. The restrictions in this Agreement shall not be construed to supersede or eliminate any rights which BridgePay may have under applicable laws pertaining to trade secrets.

3.2 Cardholder Information Security. BridgePay hereby acknowledges to Client User that BridgePay is responsible for the security of cardholder information BridgePay possesses or otherwise stores, processes, or transmits on behalf of Client, or to the extent that BridgePay could impact the security of the Client's cardholder information environment. BridgePay will maintain and comply with all applicable PCI DSS requirements.

3.3 Warranty and Disclaimers. Each party represents and warrants to the other that (a) it has all necessary right, power and ability to execute this Agreement and to perform its obligations therein, (b) no authorization or approval from any third party is required in connection with such party's execution, deliver or performance of this Agreement, (c) this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, and (d) the party's obligations under this Agreement do not violate any law or breach of any other agreement to which such party is bound. THE PRODUCTS AND SERVICES

ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. BRIDGEPAY DOES NOT REPRESENT OR WARRANT THE PRODUCTS AND SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, ACCURATE, COMPLETE OR ENTIRELY ERROR-FREE. CLIENT MAY NOT RELY ON ANY REPRESENTATION OR WARRANTY REGARDING THE PRODUCTS AND SERVICES BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS. BRIDGEPAY SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE PRODUCTS AND SERVICES. CLIENT UNDERSTANDS AND AGREES THAT BRIDGEPAY SHALL BEAR NO RISK WITH RESPECT TO CLIENT'S SALE OF ITS PRODUCTS OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CREDIT CARD FRAUD OR CHARGEBACKS. BRIDGEPAY MAKES NO WARRANTY THAT THE PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS, NOR DOES BRIDGEPAY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS AND SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE PRODUCTS AND SERVICES.

IV. Fees

4.1 Fees. Client will pay to BridgePay on a monthly basis all Fees and other amounts owed to BridgePay under this Agreement on or prior to 60 days from the date of receipt of an invoice therefor. Client will promptly examine all invoices, and will notify BridgePay in writing within 30 days of any error. Unless BridgePay is notified of an error within 30 days of the date of the invoice, BridgePay shall be under no obligation to adjust invoiced amounts. All amounts unpaid on the due date under this Agreement shall bear interest at the rate of one and one-half percent per month (but in no event more than the highest rate of interest legally allowable) on such delinquent amount from its due date until the date of payment. BridgePay reserves the right to revise the Fees from time to time.

V. Confidential Information

5.1 Confidential Information. Except as may be required under applicable Law, neither party will use for any purpose other than contemplated by this Agreement, will not disclose to any third party, and will cause its employees, independent contractors, and agents to not use or disclose, any term of this Agreement, the Products and Services, the Documentation, and any information learned about the business practices and ways in which either party conducts business that is not generally known to others, including without limitation details about BridgePay's Products and Services, any data or information that is a trade secret or competitively sensitive such as computer software and documentation, data and data formats, and financial information (collectively, "Confidential Information"). The party receiving Confidential Information (the "Receiving Party") will inform the party disclosing Confidential Information (the "Disclosing Party") of any request by a court or government agency to disclose

such Confidential Information to enable the Disclosing Party to waive the provisions of this Section or defend the nondisclosure. This Section will survive termination of this Agreement.

5.2 Exclusions. The Receiving Party will not be obligated to maintain the confidentiality of Confidential Information: (i) it is required to reveal in performing its obligations under this Agreement, (ii) that is or becomes within the public domain through no act of the Receiving Party in breach of this Agreement, (iii) was legitimately in the possession of the Receiving Party prior to its disclosure under this Agreement, and the Receiving Party can prove that, or (iv) is required to be disclosed by state or federal law, provided that the Receiving Party provides the Disclosing Party with notice and an opportunity to oppose the disclosure.

5.3 Remedy. In the event of a breach of this section, the parties agree that the Disclosing Party will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, the Disclosing Party will be entitled to seek injunctive relief in addition to any other rights to which it may be entitled, without the necessity of proof of actual damages or the requirement of a bond.

VI. Term, Termination

6.1 Term. This Agreement will become effective on the Effective Date and will remain in effect until terminated as provided herein.

6.2 Termination. Client agrees that BridgePay may terminate Client's password, account or this Agreement (i) for cause at anytime without prior notice, or (ii) without cause upon providing not less than ten (10) days prior written notice to Client. Client acknowledges and agrees that any termination of access privileges to the Products and Services under any provision of the Agreement may be effected without prior notice. BridgePay agrees that Client may terminate this Agreement (i) for cause at any time without prior notice, or (ii) without cause upon providing not less than thirty (30) days prior written notice to BridgePay.

VII. Indemnification and Limitation of Liability

7.1 Indemnification. To the extent allowed under applicable law, each party agrees to hold harmless the other party, its employees, directors, managers, members, officers or agents from and against any liability, damage, penalty or expense (including reasonable attorneys' fees and court costs) which may be claimed by a third party as a result of: (A) any failure by the other party or any employee, agent, or affiliate of the party to comply with the terms of this Agreement; (B) any warranty or representation made by the other party being false or misleading; (C) negligence or willful misconduct of the party or its subcontractors, agents or employees, or (D) any alleged or actual violations by the other party or its subcontractors, employees, or agents of any Payment Brand rules, laws or regulations. This section will survive termination of this Agreement.

7.2 Limitation of Liability. The liability, if any, of BridgePay under this Agreement for any claims, costs, damages, losses and expenses for which it is or may be legally liable, whether

arising in negligence or other tort, contract, or otherwise, will not exceed in the aggregate the amount of compensation paid to BridgePay for the preceding 3 month period, measured from the date the liability accrues. In no event will either party be liable for indirect, special, consequential, or punitive damages even if advised of that possibility. Neither party will be liable to the other for any failure or delay in its performance of this Agreement in accordance with its terms if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party.

VIII. General

8.1 Assignability. Client may not transfer, sell, or otherwise assign any of its rights under this Agreement, either directly or by operation of law, without providing prior written notice to BridgePay.

8.2 Notice. All communications under this Agreement will be in writing and will be delivered in person, by email, or by nationally-recognized overnight mail courier, return receipt requested, addressed to the addresses specified in the opening paragraph of this Agreement and to the attention of that party's president. The parties may, from time to time, designate different persons or addresses to which subsequent communications will be sent by sending a notice of such designations in accordance with this Section.

8.3 Entire Understanding, Amendment. This Agreement, including the attached exhibits which are incorporated by reference, sets forth the entire understanding of the parties relating to its subject matter. Amendments to this Agreement must be in writing and signed by both parties.

8.4 Severability. If any provision of this Agreement is illegal, the invalidity of such provision will not affect any of the remaining provisions, and this Agreement will be construed as if the illegal provision is not contained in the Agreement. This Agreement will be deemed modified to the extent necessary to render enforceable the provisions hereunder.

8.5 No Waiver of Rights. No failure or delay on the part of any party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right.

8.6 Successors and Assigns. This Agreement will inure to the benefit of and will be binding upon the parties and their respective permitted successors and assigns.

8.7 Applicable Law. This Agreement will be deemed to be a contract made under the laws of the State of _____, and will be construed in accordance with the laws of _____ (State) without regard to principles of conflicts of law. The exclusive forum and venue for the adjudication of any rights, claims or disputes arising out of or in connection with this Agreement shall be the federal or state courts located in _____ County, _____ (State). The parties specifically waive the right to a jury trial in connection with any dispute arising out of this Agreement, or between the parties for any reason.

8.8 Independent Contractors. BridgePay and Client will be deemed to be independent contractors and will not be considered to be agent, servant, joint venture, or partner of the other.

8.9 Construction. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. All Sections mentioned in the Agreement reference Section numbers of this Agreement. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

8.10 Survival. All sections that by their context are intended to survive the termination of this Agreement will survive termination of this Agreement.

8.11 Force Majeure. In no event shall BridgePay be liable with respect to the failure of its duties and obligations under this Agreement which is attributable to acts of God, war, terrorism, conditions or events of nature, civil disturbances, work stoppages, equipment failures, power failures, fire or other similar events beyond its control.

8.12 Name and Trademarks. Except as otherwise provided in this Agreement, neither party will use the other's name or trademarks in any promotional or marketing materials without prior written consent. Client understands and agrees that this Agreement confers, and Client shall obtain, no other right to BridgePay's name or trademarks by virtue of such use. Client acknowledges that BridgePay is the sole owner of its trademarks (the "Marks"), and acknowledges that the Products and Services are a proprietary product of BridgePay. Accordingly, Client acknowledges that ownership of all existing patents, copyrights, mask work rights, trademarks, trade names, trade secrets and other proprietary rights relating to or residing in Products and Services, and all copies of all or any part thereof ("Intellectual Property"), will remain with BridgePay. Client will not contest the ownership of the Marks or Intellectual Property, and BridgePay may at any time and upon reasonable notice prohibit Client from using the Marks or Intellectual Property for any reason.

8.13 Counterparts/Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signatures to this Agreement may be evidenced by facsimile copies or PDF copies reflecting the party's signature, and any such facsimile copy or PDF copy shall be sufficient to evidence the signature of such party as if it were an original signature.

BridgePay Network Solutions, LLC

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

**Exhibit A
Products and Fees**

Tyler Technologies Per Transaction Fee	\$0.10
Activation Fee	waived
Monthly Minimum Fee	waived

Feb. 2019 BC/BS of IL & Health Alliance Health Ins. Premiums

190 - Employees	Premium	84 Advantage Plan Retirees	Premium	0 - COBRA Participant	Premium
3 FF Duty Disability	\$285,242.31	21 Retirees	\$21,896.60	Monthly Total	\$0.00
8 Police Duty Disability	\$4,941.96	Monthly Total	\$19,318.64	15 - Library Employees	\$16,001.94
4 Health Incentive Retirees	\$14,859.54		\$41,215.24	Monthly Total	\$16,001.94
	\$3,548.06				
	\$308,591.87				

Feb. 2019 Total \$365,809.05
 Feb. 2018 Total \$381,368.98

Feb. 2019 Worker's Compensation Injuries

Dept.	DOI	Claim Description
Fire	2/1/2019	Right knee pain after slipping on ice in parking lot at activated fire alarm call - No Treatment or Time Lost
	2/26/2009	Head and neck pain after debris fell on FF while performing ceiling overhaul - No Treatment or Time Lost
Streets	2/7/2019	Slipped & fell entering skid steer w/ muddy boots - left knee and stomach pain - No Treatment or Time Lost
CVM	2/8/2019	Metal splinter in left middle finger after touching freshly ground reel - No Treatment or Time Lost
Year to Date - 8 Reported Work Comp. Injuries - 0 Denied As Not Work Related - \$9,340.00 Medical Paid		
0 - Harrison Park		0 - Police
4 - Fire Dept.		1 - Streets
		0 - Sewers
		1 - Solid Waste
		2 - CVM

2018 - 6 W/C Cases Reported in Feb. 2018 - 60 Reported in 2018 & \$85,127.41 Medical Paid

Feb. 2019 Liability Claims Submitted To Insurance

Dept.	Date	Claimant	Cost	Liable Party	Description
Parks	2/3/2019	City	\$22,328	City	Roof drain froze causing snow melt to come into City Hall, flooding 2nd & 1st floors
Police	2/26/2019	City	Awaiting Estimates	Progressive Squad 118	was struck by car that ran red light @ Vermilion & Voorhees
Streets	2/1/2019	Dugas	\$3,441	City	Plow blade struck driver's side mirror and front panel of parked car on Dawn St.
	2/3/2019	Matthews	\$0	Denied	Rear passenger tire damaged from striking pothole on Logan Ave.
	2/14/2019	Hardimon	\$60	Denied	Vehicle required being towed out of muddy pothole in alley between Plum & Porter
	2/18/2019	Wynn	\$0	Denied	Damaged tire & front end alignment after hitting open manhole on Gilbert St
	2/19/2019	Vasques	\$0	Denied	Front end squeak after hitting pothole on Bowman Ave
Year to Date - 10 Claims Submitted to City - 1 To Be Paid by Other People or Ins. Companies - 5 Denied Claim					
		Denied by our insurance carrier	\$2,372	0 - CDBG	1 - Parks Dept.
		Claims paid by our insurance company	\$12,652	1 - Fire Dept.	0 - Solid Waste Dept.
		\$0 To Be Paid by Other Party		0 - Mass Transit	5 - Streets Dept.
		Applied to deductibles	\$14,722		

2018 - 12 Liability Cases Reported in Feb. 2018 - 83 For the Year

10-C-1

Jamie White, Payroll & Personnel Manager
CITY OF DANVILLE ~ PERSONNEL REPORT

10-C-2



Salaried
Hourly
Extra Board

12/25/18	1/22/19	2/26/19	3/26/19
157	160	161	161
60	61	63	65
3	4	4	2
220	225	228	228

Employees eligible for benefits - 228
P-T/Seasonal/Temp/Interns- 19
(Recap Below) 247

Department Totals

Public Affairs Clerk's Office
Public Affairs Finance
Public Affairs Information Technology
Public Affairs Legal Office
Public Affairs Mayor's Office
Public Affairs Personnel Office
Public Affairs Treasurer's Office
Environmental Code Enforcement
Community Develop. - BG
Public Development-DATS
Public Safety Fire
Public Safety Police
Public Transportation
Public Works Central Veh. Maint.
Public Works Downtown Services
Public Works Golf Course
Public Works Parks-Public Prop.
Public Works Sewer
Public Works Solid Waste
Public Works Streets
Urban Services

12/25/18	1/22/19	2/26/19	3/26/19
2	2	2	2
6	6	6	6
1	1	1	1
3	2	2	2
2	2	2	2
1	1	1	1
1	1	1	1
4	4	4	4
0	1	1	1
0	0	0	0
38	44	46	46
70	68	70	70
26	28	28	28
4	4	4	4
1	1	1	1
2	2	2	2
7	7	7	7
16	15	14	14
15	15	15	15
11	11	11	11
10	10	10	10
220	225	228	228

Division Totals

	12/25/18	1/22/19	2/26/19	3/26/19
CDBG	0	1	1	1
DATS	0	0	0	0
Env. Code Enf.	4	4	4	4
Public Affairs	16	15	15	15
Public Safety	108	112	116	116
Public Transport	26	28	28	28
Public Works	56	55	54	54
Urban Services	10	10	10	10
	220	225	228	228

NEW HIRE

SEPARATIONS

TRANSFERS

Public Transportation 2 Extra-Board Drivers to Full-Time Drivers

PART-TIME BREAKDOWN

Community Develop. - BG 1 Auxiliary (Rehabilitation Specialist)
 Environment Code Enforcement 1 Part-time (1- Admin. Asst.)
 Harrison Park 3 Seasonal (3-Laborers)
 Information Systems 1 Part-time (1-Intern)
 Parks/Public Prop 5 Seasonal (5-Auxiliary)
 Police 2 Part-Time (1-Investigator, 1-FOIA Officer)
 Public Transportation 3 Part-Time (1-Utility Worker, 1- Part-Time Driver, 1- Part-Time Dispatcher)
 Solid Waste 0 Seasonal
 Urban Services 3 Seasonal (1-Auxiliary, 1-PT Prof., 1-Plumbing/Mechanical Inspector)

Open Positions:

~ Extra Board Drivers-On Going

11-A-1

DANVILLE FIRE DEPARTMENT

DFD Incident Type Report (Summary)

Alarm Date Between {02/01/2019} And
{02/28/2019}



Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	8	3.40%	\$259,750	99.20%
113 Cooking fire, confined to container	6	2.55%	\$25	0.00%
131 Passenger vehicle fire	1	0.43%	\$2,000	0.76%
142 Brush or brush-and-grass mixture fire	1	0.43%	\$50	0.01%
151 Outside rubbish, trash or waste fire	2	0.85%	\$0	0.00%
	18	7.66%	\$261,825	100.00%
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	57	24.26%	\$0	0.00%
3111 Medical Assist, assist EMS crew lifting a patient	5	0.43%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	5	36.17%	\$0	0.00%
322 Motor vehicle accident with injuries	5	2.13%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	3	1.28%	\$0	0.00%
	151	64.26%	\$0	0.00%
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	4	1.70%	\$0	0.00%
424 Carbon monoxide incident	4	1.70%	\$0	0.00%
441 Heat from short circuit (wiring), defective/worn	2	0.85%	\$0	0.00%
444 Power line down	3	1.28%	\$0	0.00%
445 Arcing, shorted electrical equipment	4	1.70%	\$0	0.00%
463 Vehicle accident, general cleanup	1	0.43%	\$0	0.00%
	18	7.66%	\$0	0.00%
5 Service Call				
500 Service Call, other	2	0.85%	\$0	0.00%
552 Police matter	1	0.43%	\$0	0.00%
554 Assist invalid	1	0.43%	\$0	0.00%
561 Unauthorized burning	4	1.70%	\$0	0.00%
	8	3.40%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	1	0.43%	\$0	0.00%
611 Dispatched & cancelled en route	10	4.26%	\$0	0.00%
622 No Incident found on arrival at dispatch address	9	3.83%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.43%	\$0	0.00%
671 HazMat release investigation w/no HazMat	6	2.55%	\$0	0.00%

DANVILLE FIRE DEPARTMENT

DFD Incident Type Report (Summary)

Alarm Date Between {02/01/2019} And
{02/28/2019}



Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
6 Good Intent Call	27	11.49%	\$0	0.00%
7 False Alarm & False Call				
731 Sprinkler activation due to malfunction	2	0.85%	\$0	0.00%
735 Alarm system sounded due to malfunction	3	1.28%	\$0	0.00%
736 CO detector activation due to malfunction	2	0.85%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	5	2.13%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	1	0.43%	\$0	0.00%
	13	5.53%	\$0	0.00%

Total Incident Count: 235

Total Est Loss:

\$261,825



March 26, 2019

Human Relations Department
Sandra R. Finch, Administrator *SK*
Status Report

(Complaint Cases during February 19, 2019 – March 18, 2019)

POLICE COMPLAINTS

9

EMPLOYMENT COMPLAINTS

9

COMPLAINTS AGAINST CITY EMPLOYEES

2

HOUSING COMPLAINTS

1

PUBLIC ACCOMMODATION COMPLAINTS

1

TOTAL NUMBER OF COMPLAINTS

22

FINDINGS REGARDING CASES

0

PROGRAMS/WORKSHOPS/TRAININGS

- 1.) Contract Compliance
- 2.) Hispanic/Latino Citizens Advisory Committee/Workshops
- 3.) Vermilion Area Partnership for Unmet Needs Committee
- 4.) Labor Standard Officer
- 5.) DBEL Officer

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 118 OF THE CITY CODE PERTAINING TO LICENSING

WHEREAS, Chapter 118 of the City Code includes provisions regarding certain licenses issued by the City; and,

WHEREAS, at certain times the Finance Department must pursue delinquent taxes owed to the City by businesses who are not required to have a license issued by the City to operate; and,

WHEREAS, instituting a general business license would provide a mechanism to require payment of taxes or face the consequence of the suspension or revocation of a business license; and,

WHEREAS, the City Council desires to amend Chapter 118 to institute a general business license to be issued to those businesses who don't otherwise have a license issued by the City.

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

SECTION 1: Chapter 118 shall be amended as follows with underlining being additions or strikethroughs being deletions:

§ 118.001 DEFINITIONS.

For purposes of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"AMUSEMENT DEVICE." Any amusement machine or device operated by means of the insertion of coin, token, slug, disc, plate, card, or similar object, or upon payment of consideration, which operates or may be operated by the public generally as a game, contest or test of skill, or other amusement of any description which is not a gambling device other than video gaming terminals licensed pursuant to this Chapter. "AMUSEMENT DEVICE" includes mechanical musical devices, but does not include cigarette, candy, food, soft drink, or other similar type vending machines.

"BUSINESS." The term business shall include any type of vocation, occupation, profession, enterprise, establishment and all other kinds of activities or matters, together with all devices, machines, vehicles and appurtenances used therein, any of which are conducted for private profit or benefit, either directly or indirectly on any premises in the City.

"DANCE CLUB." Any place of public amusement for gain wherein live, recorded, or taped music is played and dancing is permitted, whether conducted as the sole business of the owner or in connection with any other business of the owner; provided, however, that a dance school wherein dancing lessons are provided as the sole business purpose shall not be deemed a dance club; and provided, further, that no restaurant, hotel, motel, or club as defined in Chapter 96, shall be deemed to be a dance club if such restaurant, hotel, motel, or club has a retail liquor dealer's license under Chapter 96.

"LICENSED PREMISES." For purposes of video gaming, shall ~~shall~~ include a licensed establishment, licensed fraternal establishment, licensed veterans establishment, and licensed truck stop establishment, as those terms are defined in the Illinois Video Gaming Act.

“MECHANICAL MUSICAL DEVICE.” Any automatic or coin-controlled or coin-operated music box, juke box, victrola, radio, or any similar device, or any combination thereof, from which music or other entertainment may be obtained by the deposit of payment of money or other token.

“OWNER.” Any individual, firm, association, partnership, corporation, trust, or any other legal entity.

“PREMISES.” Premises shall include all lands, structures, places, and also the equipment and appurtenances connected for use with any business, and also any personal property which is either affixed to, or is otherwise used in connection with any such business conducted on such premises. The term “premises” includes all residential real estate in whole or in part which is leased by a landlord to a tenant.

“TERMINAL OPERATOR.” An individual, partnership, corporation, or limited liability company that is licensed under the Illinois Video Gaming Act and that owns, services, and maintains video gaming terminals for placement in licensed premises.

“THEATER.” Any place of amusement for gain wherein motion pictures are shown or exhibited on a regular on-going basis.

“VIDEO GAMING TERMINAL.” Any electronic video game machine that, upon insertion of cash, is available to play or simulate the play of a video game, including but not limited to video poker, line up, and blackjack, as authorized by the Illinois Gaming Board utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash or tokens or is for amusement purposed only.

§ 118.002 LICENSES REQUIRED; EXEMPTIONS FAILURE TO OBTAIN.

A. Specific Business License. It shall be unlawful for any person to engage in or carry on any business, occupation, or pursuit mentioned specifically provided for in this chapter, or for which a license is required by any other provision of this code, within the city, without having obtained a license therefor, issued by the Mayor and countersigned by the City Clerk.

B. General Business License. It shall be unlawful for any person or owner to conduct, engage in, maintain, operate, carry on or manage a business, occupation or activity which is not specifically provided for in this code, either by himself or herself or through an agent or partner without first having obtained a license for such business or activity.

C. Exemptions to General Business License. No General Business License shall be required for the following:

1. a business, occupation or activity conducted solely for the benefit of and under the supervision of a religious, educational, or charitable organization, including Danville Consolidated School District #118;
2. a business, occupation or activity which is already required to have a license issued by the City pursuant to this code;
3. a business, occupation or activity which the State of Illinois has declared to be within its exclusive licensing and regulation;

4. a business, occupation or activity which pays a fee to the City for use of a booth, space or similar area at a City sponsored activity, festival or event;
 5. any unit of government;
 6. any business or organization recognized by the IRS as a not-for-profit;
 7. any occupation or activity which is conducting a mere delivery to a location within the city where the item or property was purchased at a place of business outside the corporate limit of the city.
- (Ord. 8493, passed 8-1-06) Penalty, see § 118.999

§ 118.003 REGISTRATION OF APPLICANT; INFORMATION TO BE SHOWN.

Every applicant for a license shall register with the City Clerk and complete the application for such license and provide such other information requested by the City Clerk necessary for processing the application. Each application for a license required by this Code shall include the certificate of registration required under the Illinois Retailers' Occupation Tax Act, Illinois Service Occupation Tax Act, and the Illinois Use Tax Act, as may be applicable to the business, occupation or activity. Any change to the information contained in the application shall be submitted to the City Clerk within 10 days of any change.

(Ord. 8493, passed 8-1-06) Penalty, see § 118.999

§118.04 DENIAL OF LICENSE.

No license required by this Chapter shall be issued to any applicant if any of the following apply:

- A. The applicant fails to provide all the necessary information on the application;
- B. The applicant provides false information;
- C. The applicant or the business is not in compliance with any provision of this Code or with state or federal laws, rules or regulations;
- D. The applicant has a history or background of violating city ordinances or state or federal laws, rules or regulations;
- E. The public health, welfare or safety would be adversely affected by granting the application; or,
- F. The applicant has outstanding fees, fines or monies due the City and has failed to pay them.

§ 118.00405 LICENSE FEES GENERALLY.

- A. Specific Business License. There shall be charged and collected for issuing and registering each license the license fee required for each particular license as set forth in the various provisions of this code. Unless otherwise provided, the license fee shall be non-refundable and payable in advance.
- B. General Business License. An annual fee of \$50 shall be paid for a General Business License to the City Clerk at the time of application. The fee shall be non-refundable and shall not be prorated for any portion of a year.

(Ord. 8493, passed 8-1-06)

§ 118.00506 BOND PREREQUISITE TO ISSUANCE OF CERTAIN LICENSES DISPLAY OF LICENSE.

Where a bond is required by any provision of this code as a prerequisite to the issuance of any license, no license shall be issued until the requirements relative to such bond have been complied with.

Any license issued by the City pursuant to this Chapter shall be maintained and displayed at the premises where the business, occupation or activity is conducted. Failure to display the license shall be a violation of this Chapter.

(Ord. 8493, passed 8-1-06) Penalty, see § [118.999](#)

§ 118.00607 COMPLIANCE WITH ORDINANCES; NUISANCE PROHIBITED.

The issuance of a license under any provision of this code shall not be construed as a consent or authorization to violate any provision of the city code. No business, licensed or not, shall be so conducted or operated as to amount to a nuisance.

(Ord. 8493, passed 8-1-06) Penalty, see § [118.999](#)

§ 118.00708 LICENSE SUSPENSION, REVOCATION, FINES.

(A) The Mayor is empowered and authorized to suspend or revoke any license issued under any provision of this code. The reasons for suspension or revocation may include, but not necessarily be limited to, the following: failure to pay any tax, when due, to the city or the State of Illinois; violating any city ordinance, including the provisions contained in this chapter; violating any state law or regulation, or federal law or regulation; if any license issued to licensee by the state has been suspended or revoked; or, the licensee has knowingly furnished false or misleading information or withheld relevant information on any application for any license required by this code, or knowingly caused or suffered another to furnish or withhold such information on his or her behalf.

(B) In lieu of, or in addition to, the suspension or revocation of a license, the Mayor may impose a fine of not less than \$100 nor more than \$5,000 for a violation. Each day that a violation continues shall constitute a separate offense.

(C) No license issued under any provision of this code shall be suspended or revoked except after a hearing held by the Mayor. Unless otherwise specified in the particular chapter or section concerning the license issued, the licensee shall be given a seven-day written notice of such hearing affording the licensee the opportunity to appear and defend. The Mayor shall maintain an accurate record of the proceedings.

(D) After the hearing, the Mayor shall make a final determination concerning the license at issue. Upon making such determination, the Mayor shall prepare a written order stating the reasons for the determination and the penalties imposed. The Mayor shall send a copy of the written order to the licensee by certified mail, return receipt requested.

(Ord. 8493, passed 8-1-06; Am. Ord. 8871, passed 4-2-13) Penalty, see § [118.999](#)

§ 118.00809 EXPIRATION; PRORATION OF FEE.

Unless otherwise specified in the chapter or section concerning the particular license issued, all licenses shall expire at the end of the fiscal year, being April 30. Except as may otherwise be provided with respect to a specific license, no license shall be issued for a lesser fee than is prescribed, ~~except that where the license is an annual one, and over half of the fiscal year has expired, it may issue for the remainder of the fiscal year for one half the annual rate, but no less.~~

(Ord. 8493, passed 8-1-06) Penalty, see § [118.999](#)

§ 118.00910 LICENSE NOT TRANSFERABLE; CHANGE OF LOCATION.

(A) Any license issued pursuant to any provision of this code shall not be transferable or assignable, either voluntarily or involuntarily, to any other person, firm, business, partnership, corporation, or similar entity.

(B) Notwithstanding anything herein to the contrary, any person, firm, business partnership, corporation, or similar entity having amusement device licenses may seek removal of such devices to another location within the corporate limits of the city under the same license. Prior to any change of location, such licensee shall file a request with the Mayor and provide information concerning the potential new business location. No licensee may change locations unless such proposed new business location is suitable for the operation of licensee's business.
(Ord. 8493, passed 8-1-06) Penalty, see § 118.999

§ ~~118.04011~~ SEPARATE LICENSE REQUIRED.

Licenses issued under the provisions of this code shall be for only that which is designated on the license. This provision shall not be construed as prohibiting the same person, business or entity from operating one or more businesses or activities requiring a license issued by the city, but a separate license shall be procured and a separate license fee paid for each such business or activity.
(Ord. 8493, passed 8-1-06) Penalty, see § 118.999

§ 118.999 PENALTY.

(A) The penalties herein shall be in addition to and may be imposed concurrently with any other penalty or action taken or which may be taken against the person.

(B) Any person found guilty of violating, disobeying, omitting, neglecting, or refusing to comply with, or resisting or opposing the enforcement of any of the provisions of this chapter, upon conviction thereof, shall be punished by a fine of not less than ~~\$200~~250 nor more than ~~\$2,500~~ \$500 ~~for the first offense and not less than \$500 nor more than \$1,000 for the second and each subsequent offense in any 180-day period.~~ The offender shall also 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 court proceeding, and reasonable attorney's fees. A separate and distinct offense shall be regarded as committed each day on which a person shall continue any such violation.
(Ord. 8493, passed 8-1-06)

SECTION 2: This amendatory Ordinance shall be effective May 1, 2019.

PASSED this ____ day of _____, 2019, by ____ ayes, ____ nays and ____ absent.

APPROVED:

By: _____
Acting Mayor

ATTEST:

By: _____
City Clerk

RESOLUTION NO. _____

A RESOLUTION APPROVING THE TRADE-IN OF TANGIBLE PERSONAL PROPERTY

WHEREAS, the Department of Public Safety maintains a fleet of vehicles for use by the Police Division; and

WHEREAS, due to age, condition and certain vehicles no longer being useful to the City and the retention thereof is no longer in the best interest of the City of the Police Division; and

WHEREAS, certain vehicles were considered for trade-in value for replacement of vehicles purchased through the Capital Fund; and

WHEREAS, Veto Enterprises had offered to purchase certain vehicles as trade-ins with the City of Danville purchase of new squad vehicles; and

WHEREAS, the City Council desires to dispose of these vehicles.

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

1. The Mayor and City Comptroller are authorized to dispose of the following Police Division vehicles as trade-ins:
 - a. 2007 Cadillac Escalade, approximate miles 132k, VIN 1GYFK63887R165903
 - b. 2008 Dodge Caliber, approximate miles 74k, VIN 1B3HB48B18D671211
 - c. 2002 Chevrolet pickup, extended cab, approximate miles 73k, VIN 1GCEK19T52E301999
2. Funds from the trade-ins to be returned to Capital Fund 302; line item 302-302-00-46086 – Sale of City Property.
3. The Mayor and City Clerk be authorized to execute all documents.

PASSED this 2nd day of April, 2019, by _____ Ayes, _____ Nays, and _____ Absent

APPROVED:

BY: _____

ACTING MAYOR

ATTEST:

BY: _____

City Clerk