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, June 25, 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. Danville Public Building Commission – Terry Scott, Director
   A. Resolution: Confirming Approval of Simulcast Radio System

10. Finance – Shelley Scott, Comptroller
    A. Resolution: Approving Agreement with Azavar Government Solutions
    B. Items of Information
       1. Risk Manager Monthly Report
       2. Personnel Monthly Report
       3. Additional Items of Information

11. Fire – Don McMasters, Interim Fire Chief
    A. Items of Information
       1. Monthly Incident Report

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 96 of City Code Pertaining to Intoxicating Liquor
    B. Items of Information
        1. Discussion on Amending Chapter 118 – Video Gaming Licensing

15. Police – Chris Yates, Interim Police Chief
    A. Items of Information
        1. Monthly Report (paperwork at meeting)

16. Public Works – Carl Carpenter, Director
    A. Resolution: Approving Agreement with IHDA for Funding the Demolition of Targeted Properties Through the Abandoned Property Program
    B. Items of Information

17. Closed Session

18. Items of Information

19. Committee Members' Comments

20. Adjournment

PAYROLL REPORT
BI-WEEKLY & WEEKLY PAY

FOR PERIOD ENDING:	6/18/2019	CHECK DATE	6/21/2019		
	REGULAR		OVERTIME		TOTAL
DEPARTMENT	PAY		PAY		PAY
FINANCE	10,146.43		-		10,146.43
CENTRAL VEHICLE MAINTENANCE	3,577.17		-		3,577.17
PUBLIC AFFAIRS	4,761.57		-		4,761.57
ENVIRONMENTAL CODE ENFORCEMENT	5,238.77		-		5,238.77
CITY TREASURER	1,730.77		-		1,730.77
LEGAL SERVICES	2,386.61		-		2,386.61
CITY CLERK	3,564.38		-		3,564.38
PERSONNEL & HUMAN RELAT.	2,303.77		-		2,303.77
INFORMATION SYSTEMS	5,727.51		-		5,727.51
POLICE DEPARTMENT	182,013.63		27,116.30		209,129.93
FIRE DEPARTMENT	125,829.17		9,215.11		135,044.28
STREETS DEPARTMENT	12,343.62		116.10		12,459.72
PARKS & PUBLIC PROPERTY	18,081.08		1,213.46		19,294.54
POOL	1,331.64		-		1,331.64
COMM. DEVEL. BLOCK GRANT	4,534.79		-		4,534.79
COMMUNITY DEVELOPMENT	7,707.40		515.61		8,223.01
MASS TRANSIT	31,801.59		4,166.48		35,968.07
DATS	2,152.37		-		2,152.37
HARRISON PARK	4,439.00		150.01		4,589.01
SANITARY SEWER	23,986.55		270.21		24,256.76
SOLID WASTE	18,302.81		-		18,302.81
GROUP INSURANCE INCENTIVE	-		-		-
TOTAL	**471,960.63**		**42,763.28**		**514,723.91**
BREAKDOWN OF POLICE OT:					
REGULAR OVERTIME (02)	16,816.64				
COURT-TIME (03)	1,178.55			**TOTAL**	**514,723.91**
CONTRACT OVERTIME (05)	7,940.98				
KIDS CAN'T BUY 'EM HERE (29)	900.43				
STEP GRANT (26)					
US MARSHAL SERVICE (02)	279.70				
TOTAL	***27,116.30***				
BREAKDOWN OF FIRE OT:					
RECALL MANNING	7,272.80				
RECALL FIRE	487.52				
RECALL MANNING BF	617.61				
RECALL INVESTIGATIONS	156.01				
RECALL TECHNICAL TRAINING CLASS	376.79				
RECALL OTHER	304.38				
AROT	-				
TOTAL	***9,215.11***				
BREAKDOWN OF PARKS OT;					
REGULAR OVERTIME	1,213.46				
Maintenance of Buildings	-				
TOTAL	***1,213.46***				
TOTAL POLICE, POLICE/ARRA, FIRE, PARKS OT	***37,544.87***				

City of Danville

DANVILLE, ILLINOIS

SCHEDULE OF VOUCHERS PAYABLE

SUMMARY *June 25, 2019*

DISTRIBUTIONS

General Fund (001)			$	111,801.67
Finance (011)	$	328.02		
Central Vehicle Maint. (012)	$	3,666.68		
Public Affairs (013)	$	5,062.10		
Code Enforcement (014)	$	2,328.56		
General City Government (015)	$	19,042.47		
City Treasurer (016)	$	1,415.00		
Legal Services (017)	$	132.14		
City Clerk (018)	$	53.45		
Information Technology (020)	$	575.92		
Police (021)	$	51,978.91		
Fire (022)	$	6,498.01		
Streets (031)	$	7,555.63		
Parks & Public Property (051)	$	11,622.21		
Pool (052)	$	1,290.35		
Engineering & Urban Services (060)	$	252.22		
Fire Pension Fund (098)			$	147,998.01
Police Pension Fund (099)			$	98,665.35
Motor Fuel Tax (103)			$	21,843.42
State Narcotics Forfeiture (104)			$	240.00
Community Development Block Grant - CDBG (106)			$	18,127.94
Infrastructure Development (107)			$	23,129.58
Danville Mass Transit (113)			$	13,652.37
Danville Area Transportation Study - DATS (116)			$	11,536.01
Downtown (122)			$	7,000.00
Community Reinvestment (310)			$	153.38
Harrison Park Golf Course (401)			$	5,027.72
Sanitary Sewer (402)			$	41,270.39
Solid Waste Management (405)			$	29,707.24
Health Insurance (501)			$	369.77
Brownfield Grant (704)			$	15,800.00
Total			**$**	**546,322.85**

COMPTROLLER DATE MAYOR DATE

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR JUNE 25, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-011-00-52041 - Telephone	1998 - VERIZON WIRELESS	CELL PHONE CITY WIDE	06/03/2019	122032	53.43
001-011-00-52083 - Dues and Subscriptions	6077 - SHRM	MEMBERSHIP - J. WHITE	06/17/2019	122021	209.00
001-011-00-54050 - Safety Program	5014 - FIRST BANKCARD	RUBBER GLOVES FOR FINANCE	05/29/2019	121979	65.59
001-012-00-52015 - Maintenance of Vehicles	5384 - RUSH TRUCK CENTER	21 POINT INSPECTION FOR ELECTRICIAN TRUCK UNIT #53	05/07/2019	122016	1,673.27
001-012-00-52015 - Maintenance of Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	PCM REPROGRAMMED FLEET F150 UNIT #20	06/13/2019	121959	214.70
001-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	MOUNT AND DISMOUNT MOWER REAR TIRE FOR TORO 72"	06/07/2019	122035	97.50
001-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR FOR PARKS FORD 5600 TRACTOR	06/17/2019	122035	30.00
001-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR FOR PARKS MOWER	06/18/2019	122035	19.26
001-012-00-52041 - Telephone	1998 - VERIZON WIRELESS	CELL PHONE CITY WIDE	06/03/2019	122032	26.73
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	STOCK SUPPLY ANTIFREEZE FOR ALL UNITS	05/21/2019	122007	138.96
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	PARTS FOR DUMP TRUCK UNIT #65	06/13/2019	122016	791.50
001-012-00-53015 - Materials to Maintain Vehicles	4028 - BRANDON WHITE	GATE FEE FOR RECYCLE YARD	06/17/2019	121948	4.00
001-012-00-53015 - Materials to Maintain Vehicles	256 - COULTAS RECYCLING COMPANY	FRONT DOOR FOR UNIT #39 PARKS PICK UP TRUCK	06/17/2019	121957	50.00
001-012-00-53016 - Materials to Maint other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	STOCK SUPPLY ANTIFREEZE FOR ALL UNITS	05/21/2019	122007	138.96
001-012-00-53016 - Materials to Maint other Equipment	76 - B & D SALES AND SERVICE	BLADES FOR PARKS ZERO TURN MOWER	06/12/2019	121943	165.24
001-012-00-53016 - Materials to Maint other Equipment	76 - B & D SALES AND SERVICE	PRE-WOUND SPOOL-AUTOCUT FOR PARKS TRIMMER	06/13/2019	121943	119.88
001-012-00-53016 - Materials to Maint other Equipment	2465 - DANVILLE RUBBER GROUP	SKIRT BOARD FOR ROAD WIDENER	06/13/2019	121966	70.00
001-012-00-53099 - Other Commodities	2581 - SHI INTERNATIONAL CORP	FIREWALL SOFTWARE FOR PW & EUS	06/10/2019	122019	33.34
001-012-00-53099 - Other Commodities	2581 - SHI INTERNATIONAL CORP	SUPPORT, FILTER, LICENSE FOR FIREWALL SOFTWARE	06/18/2019	122018	93.34
001-013-00-52041 - Telephone	1998 - VERIZON WIRELESS	CELL PHONE CITY WIDE	06/03/2019	122032	62.10
001-013-00-54015 - Community Project Grant	130 - BOYS & GIRLS CLUB OF DANVILLE	2019-2020 FISCAL YEAR CONTRIBUTION PER BUDGET	06/18/2019	121947	5,000.00
001-014-00-52041 - Telephone	1998 - VERIZON WIRELESS	CELL PHONE CITY WIDE	06/03/2019	122032	428.56
001-014-00-52083 - Dues and Subscriptions	1844 - ESRI	ARCGIS ANNUAL LICENSING AND MAINTENANCE JULY 2019-JUNE 2020	05/29/2019	121972	1,900.00
001-015-00-52043 - Postage	393 - EXPRESS PACKAGING SERVICE	FIRE- SHIPPING EXPENSES - LAWRENCE FACTOR	05/08/2019	121974	13.17
001-015-00-52043 - Postage	393 - EXPRESS PACKAGING SERVICE	FIRE SHIPPING EXPENSES LAWRENCE FACTOR	05/16/2019	121974	12.41
001-015-00-52043 - Postage	393 - EXPRESS PACKAGING SERVICE	FIRE SHIPPING EXPENSES - TASK FORCE TIPS	05/21/2019	121974	21.57
001-015-00-52043 - Postage	393 - EXPRESS PACKAGING SERVICE	FIRE SHIPPING EXPENSES - MARKEN PPE RESTORATION	05/24/2019	121974	29.69
001-015-00-52043 - Postage	393 - EXPRESS PACKAGING SERVICE	VARIOUS POLICE MAILINGS	06/07/2019	121974	31.43
001-015-00-52043 - Postage	402 - FEDEX	MAILING TO WASHTENAW COUNTY SHERIFF-ANN ARBOR, MI	06/13/2019	121975	47.94
001-015-00-52083 - Dues and Subscriptions	5014 - FIRST BANKCARD	Adobe subscription	05/21/2019	121979	15.93
001-015-00-52083 - Dues and Subscriptions	1749 - COURT REPORTER	EMAIL MONTHLY SUBSCRIPTION	05/31/2019	121958	12.00
001-015-00-52095 - Billing & Collection Services	310 - DANVILLE SANITARY DISTRICT	UTILITY BILLING FOR MAY 2019	06/04/2019	121967	5,871.61
001-015-00-52099 - Other Contractual Services	5014 - FIRST BANKCARD	RECEPTION FOLLOWING 5/7/19 CITY COUNCIL MEETING	05/07/2019	121979	62.16
001-015-00-52099 - Other Contractual Services	5014 - FIRST BANKCARD	NEWLY ELECTED OFFICIALS WORSHOP - TROGLIA	05/21/2019	121979	75.00
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	BINDERS & INDEX TABS	06/03/2019	121939	57.75
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	11X17 COPY PAPER	06/04/2019	121939	49.66
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	FY 19/20 BULK OFFICE SUPPLY ORDER-ALL DEPARTMENTS	06/06/2019	121939	11,984.08
001-015-00-53002 - Central Purchasing	855 - KELLY PRINTING CO INC	ENVELOPES - WINDOW & REGULAR	06/11/2019	121996	697.00
001-015-00-53002 - Central Purchasing	316 - DP SUPPLY INC	PAPER SUPPLIES FOR CITY HALL	06/18/2019	121969	61.07
001-016-00-54099 - Other Expenditures	956 - SHICK SCHOOL & OFFICE SUPPLY	SIT AND STAND SYSTEM	06/04/2019	122020	1,415.00
001-017-00-52023 - Legal Services	1665 - ANCEL GLINK DIAMOND BUSH DiCIANNI & KRAFTHEFER,PC	PIERCE LITIGATION	05/31/2019	121936	132.14
001-018-00-52041 - Telephone	1998 - VERIZON WIRELESS	CELL PHONE CITY WIDE	06/03/2019	122032	53.45
001-020-00-52009 - Computer Service and Supplies	5014 - FIRST BANKCARD	SPICEWORKS HELPDESK SUBSCRIPTION	05/27/2019	121979	45.00
001-020-00-52041 - Telephone	1998 - VERIZON WIRELESS	CELL PHONE CITY WIDE	06/03/2019	122032	190.61
001-020-00-53006 - Computer Supplies	5014 - FIRST BANKCARD	HP 2 METER PREMIER FLEX OM4 CABLES	05/28/2019	121979	150.00
001-020-00-54099 - Other Expenditures	5014 - FIRST BANKCARD	TWIST TIE FOR CABLE MANAGEMENT	05/29/2019	121979	9.99
001-020-00-54099 - Other Expenditures	5014 - FIRST BANKCARD	HRAINDROP 16 SHEETS CABLE LABELS	05/30/2019	121979	7.99

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR JUNE 25, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-020-00-54099 - Other Expenditures	5014 - FIRST BANKCARD	INTERNET CUT OFF KILL SWITCH	05/31/2019	121979	89.70
001-020-00-54099 - Other Expenditures	5014 - FIRST BANKCARD	KINGSTON FLASH DRIVE	06/02/2019	121979	57.05
001-020-00-54099 - Other Expenditures	5014 - FIRST BANKCARD	LG EXTERNAL DVD DRIVE	06/05/2019	121979	25.58
001-021-00-51003 - Court Time	2399 - JOSHUA CAMPBELL	COURT TIME	06/17/2019	121994	278.60
001-021-00-51003 - Court Time	284 - SCOTT E DAMILANO	COURT TIME	06/18/2019	122017	71.64
001-021-00-52002 - Printing and Binding	855 - KELLY PRINTING CO INC	VARIOUS POLICE DEPARTMENT FORMS	06/12/2019	121996	1,513.00
001-021-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	CAR 122-2 TIRES, MOUNT AND DISMOUNT	06/13/2019	122035	321.54
001-021-00-52016 - Maintenance of Other Equipment	2581 - SHI INTERNATIONAL CORP	TRAPS ADVANCED ENDPOINT PROTECTION 1YEAR 4/24/19-4/24/20	04/03/2019	122018	5,600.00
001-021-00-52041 - Telephone	1998 - VERIZON WIRELESS	CELL PHONE CITY WIDE	06/03/2019	122032	99.86
001-021-00-52041 - Telephone	3721 - AT&T LONG DISTANCE	ATT BILLING FOR APRIL 2019 POLICE DEPT STAFF SERVICES LD	06/09/2019	121941	101.60
001-021-00-52083 - Dues and Subscriptions	5014 - FIRST BANKCARD	COMODO CA SSL CERTIFICATION FOR WEBSITE	05/17/2019	121979	285.00
001-021-00-52083 - Dues and Subscriptions	5014 - FIRST BANKCARD	NETWORK SOLUTIONS WEBSITE RENEWAL	05/20/2019	121979	194.95
001-021-00-52083 - Dues and Subscriptions	689 - IAAI	MEMBERSHIP FIRE/ARSON INVESTIGATION CHAPTER FEES	06/05/2019	121987	130.00
001-021-00-52096 - Friendly Town	930 - MERRELL PEST SOLUTIONS LLC	GENERAL PEST CONTROL SERVICES FRIENDLY TOWN	06/07/2019	122005	85.00
001-021-00-52099 - Other Contractual Services	175 - CARNAGHI TOWING & REPAIR	TOWED T GAINES VEHICLE TO PSB	05/01/2019	121950	110.00
001-021-00-52099 - Other Contractual Services	175 - CARNAGHI TOWING & REPAIR	TOWED VEHICLE VOORHEES TO PSB	05/14/2019	121950	65.00
001-021-00-52099 - Other Contractual Services	175 - CARNAGHI TOWING & REPAIR	TOWED A DAVIS VEHICLE NO KEYS TO IMPOUND	05/28/2019	121950	110.00
001-021-00-52099 - Other Contractual Services	1844 - ESRI	ARCGIS ANNUAL LICENSING AND MAINTENANCE JULY 2019-JUNE 2020	05/29/2019	121972	350.00
001-021-00-52099 - Other Contractual Services	175 - CARNAGHI TOWING & REPAIR	VEHICLE TOWED TO PSB	06/26/2019	121950	110.00
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	2 CONTROL ARMS-CAR 120	06/14/2019	122007	245.50
001-021-00-53016 - Materials to Maint other Equipment	5660 - HERITAGE PETROLEUM LLC	KENDALL OIL BULK	06/11/2019	121985	1,593.46
001-021-00-53025 - Clothing for New Hires	1216 - REEVES CO INC	A. SHELTON NAME AND SERVING SINCE PINS	06/17/2019	122014	49.79
001-021-00-53099 - Other Commodities	5014 - FIRST BANKCARD	FLASH DRIVES	05/22/2019	121979	271.42
001-021-00-53099 - Other Commodities	4205 - SIRCHIE PRODUCTS VEHICLES TRAINING	50 GUN BOXES-EVIDENCE, EVIDENCE TIES	06/06/2019	122022	127.75
001-021-00-53099 - Other Commodities	1034 - Evident, Inc	BIOHAZARD LABELS	06/10/2019	121973	29.00
001-021-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	2 INK PADS - RECORDS	06/14/2019	121939	35.80
001-021-00-54001 - K-9 Dog Expenses	4801 - PAW-A-DAY INN K9 SUITES	BOARDING JACK 4 DAYS	05/24/2019	122010	75.00
001-021-00-55015 - Vehicles	5709 - JAMES JONES	EQUIPMENT FOR 2020 FORD SUVS	06/08/2019	121989	40,125.00
001-022-00-52041 - Telephone	1998 - VERIZON WIRELESS	CELL PHONE CITY WIDE	06/03/2019	122032	50.01
001-022-00-52087 - Training	5014 - FIRST BANKCARD	WOODS-EMT LICENSE RENEWAL	05/08/2019	121979	21.00
001-022-00-52087 - Training	5014 - FIRST BANKCARD	JONES EMT LICENSE RENEWAL	05/10/2019	121979	21.00
001-022-00-52089 - Pest & Weed Control	671 - TERMINIX SERVICES INC	PEST CONTROL STATION 1	06/05/2019	122026	69.00
001-022-00-52089 - Pest & Weed Control	671 - TERMINIX SERVICES INC	PEST CONTROL - STATION 2	06/12/2019	122026	69.00
001-022-00-52089 - Pest & Weed Control	671 - TERMINIX SERVICES INC	PEST CONTROL - STATION 3	06/12/2019	122026	69.00
001-022-00-52099 - Other Contractual Services	1844 - ESRI	ARCGIS ANNUAL LICENSING AND MAINTENANCE JULY 2019-JUNE 2020	05/29/2019	121972	350.00
001-022-00-53017 - Small Tools & Equipment	443 - MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	BRASS EXPANSION RING	05/20/2019	122006	2.25
001-022-00-53017 - Small Tools & Equipment	443 - MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	10" WEBBING LOOP AND FREIGHT	06/10/2019	122006	227.26
001-022-00-53017 - Small Tools & Equipment	7 - A E C FIRE SAFETY & SECURITY	FAIRLEAD WARN WINCH	06/17/2019	121934	113.00
001-022-00-53017 - Small Tools & Equipment	443 - MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	10' WEBBING LOOP RED	06/17/2019	122006	30.50
001-022-00-53025 - Clothing for New Hires	702 - RAY O'HERRON CO INC	NEW HIRE CLOTHES - J SNYDER	06/17/2019	122012	107.99
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	CLOTHING PER CONTRACT - KONIECZKI	06/11/2019	122012	89.98
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	CLOTHING PER CONTRACT - MARCOTT	06/11/2019	122012	159.98
001-022-00-53026 - Clothing	3269 - JASON HOTSINPILLER	REIMBURSEMENT OF EQUIPMENT PER CONTRACT	06/12/2019	121990	379.29

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR JUNE 25, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	CLOTHING PER CONTRACT - KOSIK	06/12/2019	122012	89.98
001-022-00-53026 - Clothing	443 - MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	FIRECRAFT GLADIATOR FX-54 EXTRICATION GLOVES	06/17/2019	122006	45.55
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	PROMOTION ITEMS - BADGE AND POLO - WATT	06/17/2019	122012	178.49
001-022-00-53040 - EMS Supplies & Equipment	5014 - FIRST BANKCARD	GLUCOSE STRIPS, MEDICAL TAPE, RAZORS	05/21/2019	121979	26.36
001-022-00-53099 - Other Commodities	702 - RAY O'HERRON CO INC	BATTERIES - CR123A	06/19/2019	122012	19.44
001-022-00-54099 - Other Expenditures	5014 - FIRST BANKCARD	HP 300 GB SERVER HARD DRIVES FOR FIRE UPGRADE	05/22/2019	121979	260.95
001-022-00-54099 - Other Expenditures	5014 - FIRST BANKCARD	HP 900 GB 6 G HARD DRIVES FOR FIRE UPGRADE	06/06/2019	121979	539.70
001-022-00-99016 - Transfer to Fire Pension	300 - DANVILLE FIREMENS PENSION FUND	REIMBURSEMENT FROM THE SAFER GRANT FOR CITY PORTION OF PENSION	06/17/2019	121963	3,578.28
001-031-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR STREETS	06/12/2019	122025	1,246.00
001-031-00-52018 - Maintenance of Traffic	1549 - CHAMPAIGN SIGNAL & LIGHTING	REPAIR DEFECTIVE TORNADO SIREN-LAKE & VERMILION	06/11/2019	121952	1,918.38
001-031-00-52031 - Electricity	777 - AMEREN	VARIOUS LOCATIONS STREETS/PARKS/SEWER	06/07/2019	121935	8.24
001-031-00-52031 - Electricity	777 - AMEREN	JACKSON TRAFFIC SIGNAL	06/11/2019	121935	217.87
001-031-00-52041 - Telephone	1998 - VERIZON WIRELESS	CELL PHONE CITY WIDE	06/03/2019	122032	256.95
001-031-00-52051 - Travel, Training and Ex	4129 - APWA-IL PUBLIC SERVICE INSTITUTE C/O MARY BENDER	REGISTRATION FEE FOR IPSI CONFERENCE-D. RUWE	06/12/2019	121937	347.50
001-031-00-52099 - Other Contractual Services	1844 - ESRI	ARCGIS ANNUAL LICENSING AND MAINTENANCE JULY 2019-JUNE 2020	05/29/2019	121972	850.00
001-031-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	SERVICES FOR MAY 2019	05/31/2019	122031	1,812.04
001-031-00-53007 - Materials to Maintain Streets	289 - DANVILLE TILE & DRAINAGE, INC.	STOCK GLOVES FOR STREETS CREW	05/15/2019	121968	17.80
001-031-00-53007 - Materials to Maintain Streets	1269 - RIVER BOTTOM FARMS INC	TOPSOIL FOR RESTORATIONS @ MULTIPLE LOCATIONS	06/07/2019	122015	570.00
001-031-00-53017 - Small Tools & Equipment	103 - BIG R	(3) 7 IN 1 ERGONOMIC TOOL, (1) FORGED SCRAPER	06/10/2019	121946	43.96
001-031-00-53099 - Other Commodities	4951 - FULL SOURCE LLC	WORK GLOVES-PPE	05/22/2019	121980	115.25
001-031-00-53099 - Other Commodities	2581 - SHI INTERNATIONAL CORP	FIREWALL SOFTWARE FOR PW & EUS	06/10/2019	122019	33.34
001-031-00-53099 - Other Commodities	2700 - MENARDS - DANVILLE	WATER JUGS FOR STAFF AND IPHONE SCREEN PROTECTOR	06/18/2019	122004	24.96
001-031-00-53099 - Other Commodities	2581 - SHI INTERNATIONAL CORP	SUPPORT, FILTER, LICENSE FOR FIREWALL SOFTWARE	06/18/2019	122018	93.34
001-051-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR PARKS & POOLS	06/12/2019	122025	1,468.43
001-051-00-52001 - Advertising	666 - THE NEWS-GAZETTE BUSINESS OFFICE	SUMMER FUN GUIDE FOR RECREATION ACTIVITIES	06/30/2019	122027	280.00
001-051-00-52011 - Maintenance of Building	2603 - KENNETH H RICE KENNYS AUTOMOTIVE & COMPRESSOR SERV	AIR COMPRESSOR & SERVICE FIRE STATION #3	06/06/2019	121997	280.00
001-051-00-52011 - Maintenance of Building	3159 - NATE MOJONNIER PLUMBING, HEATING & COOLING	STADIUM COOLER REPAIR/MAINTENANCE	06/09/2019	122008	212.00
001-051-00-52013 - Maintenance of other IM	1381 - JOHN SHEPHERD	ANNUAL BACKFLOW DEVICE TESTING AT GARFIELD AMBUCS	06/04/2019	121991	85.00
001-051-00-52013 - Maintenance of other IM	1381 - JOHN SHEPHERD	DRINKING FOUNTAIN REPAIR AT DOUGLAS PARK	06/05/2019	121991	85.00
001-051-00-52031 - Electricity	777 - AMEREN	VARIOUS LOCATIONS STREETS/PARKS/SEWER	06/07/2019	121935	1.95
001-051-00-52036 - Officials and Instructors	6070 - JOHNATHAN POLLARD	2019 UMPIRE SEASON - 6/11 WE4-4 GAMES @$17 EACH	06/14/2019	121992	68.00
001-051-00-52036 - Officials and Instructors	1232 - JUAN MOORE	2019 UMPIRE SEASON - 6/11 WW4- 4 GAMES @$17 EACH	06/14/2019	121995	68.00
001-051-00-52036 - Officials and Instructors	6071 - RAYMOND O'BANION	2019 UMPIRE SEASON - 6/4 WE4-4 GAMES @$17 EACH	06/14/2019	122013	68.00
001-051-00-52041 - Telephone	1998 - VERIZON WIRELESS	CELL PHONE CITY WIDE	06/03/2019	122032	426.98
001-051-00-52061 - Excursions	5014 - FIRST BANKCARD	CUBS TICKETS FOR SEPTEMBER EXCURSION	06/03/2019	121979	2,672.00
001-051-00-52061 - Excursions	5479 - PEORIA CHARTER ATTENTION: JAKE	2019 CUBS CARAVAN BUS RENTAL	06/06/2019	122011	1,650.00
001-051-00-52061 - Excursions	5014 - FIRST BANKCARD	OVERLIMIT FEES	06/12/2019	121979	39.00
001-051-00-52099 - Other Contractual Services	248 - AQUA IL	LOCATION: 1303-A E. MAIN	06/12/2019	121938	23.66
001-051-00-52099 - Other Contractual Services	248 - AQUA IL	LOCATION: 159 N. VERMILION	06/12/2019	121938	23.66
001-051-00-52099 - Other Contractual Services	248 - AQUA IL	LOCATION: 25 N. HAZEL	06/12/2019	121938	59.12
001-051-00-52099 - Other Contractual Services	248 - AQUA IL	LOCATION:307 N. VERMILION	06/12/2019	121938	23.66
001-051-00-52099 - Other Contractual Services	248 - AQUA IL	LOCATION: 1101-A E. MAIN	06/13/2019	121938	23.66
001-051-00-53011 - Materials to Maintain Buildings	920 - UNITED REFRIGERATION INC	PARTS FOR A.C REPAIR @ STATION 2	05/17/2019	122030	38.59

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR JUNE 25, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-051-00-53011 - Materials to Maintain Buildings	892 - KIRCHNER BUILDING CENTERS	MATERIALS FOR LINCOLN PAVILION STORM DAMAGE	06/04/2019	121999	48.83
001-051-00-53011 - Materials to Maintain Buildings	2603 - KENNETH H RICE KENNYS AUTOMOTIVE & COMPRESSOR SERV	AIR COMPRESSOR & SERVICE FIRE STATION #3	06/06/2019	121997	75.00
001-051-00-53011 - Materials to Maintain Buildings	892 - KIRCHNER BUILDING CENTERS	FRIENDLY TOWN POLICE STATION ROOF REPAIR	06/06/2019	121999	11.29
001-051-00-53011 - Materials to Maintain Buildings	243 - CONNOR COMPANY	LOCKER ROOM SINK REPAIR PARTS-PW BUILDING	06/10/2019	121956	54.54
001-051-00-53011 - Materials to Maintain Buildings	892 - KIRCHNER BUILDING CENTERS	HARDWARE TO HANG SIGN @ FRIENDLY TOWN	06/10/2019	121999	1.72
001-051-00-53011 - Materials to Maintain Buildings	892 - KIRCHNER BUILDING CENTERS	MATERIALS FOR LINCOLN PAVILION ROOF REPAIR DUE TO STORM DAMAGE	06/10/2019	121999	102.22
001-051-00-53011 - Materials to Maintain Buildings	892 - KIRCHNER BUILDING CENTERS	MATERIALS FOR LINCOLN PAVILION ROOF REPAIR DUE TO STORM DAMAGE	06/11/2019	121999	45.29
001-051-00-53011 - Materials to Maintain Buildings	892 - KIRCHNER BUILDING CENTERS	MATERIALS FOR LINCOLN PAVILION STORM REPAIR	06/12/2019	121999	23.25
001-051-00-53013 - Materials to Maintain Other	5014 - FIRST BANKCARD	BASKETBALL NETS FOR GARFIELD PARK	05/30/2019	121979	56.77
001-051-00-53013 - Materials to Maintain Other	243 - CONNOR COMPANY	DRINKING FOUNTAIN REPAIR PARTS FOR DOUGLAS PARK	06/05/2019	121956	104.88
001-051-00-53013 - Materials to Maintain Other	663 - LINNE MACHINE CO., INC.	PLAYGROUND REPAIR @ LIBERTY PARK	06/05/2019	122002	1,360.00
001-051-00-53017 - Small Tools & Equipment	5014 - FIRST BANKCARD	TRASH PICKUP TOOLS	05/07/2019	121979	261.82
001-051-00-53022 - Horticultural Supplies	103 - BIG R	GRASS SEED FOR LINCOLN PARK STORM REPAIR	06/12/2019	121946	49.99
001-051-00-53022 - Horticultural Supplies	103 - BIG R	HERBICIDE FOR RIGHT OF WAY	06/12/2019	121946	374.99
001-051-00-53022 - Horticultural Supplies	2004 - J & L MORRIS TRUCKING	MULCH FOR DOWNTOWN PLANTING BEDS	06/13/2019	121988	682.50
001-051-00-53099 - Other Commodities	5014 - FIRST BANKCARD	PARKING LOT STENCILS FOR DOWNTOWN	05/09/2019	121979	61.49
001-051-00-53099 - Other Commodities	5014 - FIRST BANKCARD	PATIO CLOCK FOR POOL AND IPHONE CASE FOR C. PARSON	06/03/2019	121979	17.24
001-051-00-53099 - Other Commodities	2581 - SHI INTERNATIONAL CORP	FIREWALL SOFTWARE FOR PW & EUS	06/10/2019	122019	33.34
001-051-00-53099 - Other Commodities	316 - DP SUPPLY INC	Custodial Supplies for City Hall	06/11/2019	121969	343.37
001-051-00-53099 - Other Commodities	316 - DP SUPPLY INC	TRASH BAG SUPPLIES FOR PARKS	06/12/2019	121969	65.00
001-051-00-53099 - Other Commodities	316 - DP SUPPLY INC	SUPPLIES FOR PARK RESTROOMS	06/13/2019	121969	61.63
001-051-00-53099 - Other Commodities	103 - BIG R	RAINSUIT FOR PARKS AUXILIARY WORKER	06/14/2019	121946	34.99
001-051-00-53099 - Other Commodities	2700 - MENARDS - DANVILLE	WATER JUGS FOR STAFF AND IPHONE SCREEN PROTECTOR	06/18/2019	122004	24.98
001-051-00-53099 - Other Commodities	2581 - SHI INTERNATIONAL CORP	SUPPORT, FILTER, LICENSE FOR FIREWALL SOFTWARE	06/18/2019	122018	93.34
001-051-00-53099 - Other Commodities	5014 - FIRST BANKCARD	POISON IVY SCRUB	06/29/2019	121979	37.03
001-052-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR PARKS & POOLS	06/12/2019	122025	93.10
001-052-00-53099 - Other Commodities	5014 - FIRST BANKCARD	LIFEGUARD SUITS & RESCUE TUBE COVERS	05/13/2019	121979	90.55
001-052-00-53099 - Other Commodities	5014 - FIRST BANKCARD	LIFEGUARD CHAIR TO REPLACE BROKEN #1 STATION	05/16/2019	121979	784.09
001-052-00-53099 - Other Commodities	5014 - FIRST BANKCARD	SUITS FOR POOL MANAGERS	05/24/2019	121979	45.84
001-052-00-53099 - Other Commodities	5014 - FIRST BANKCARD	LIFEGUARD TRAINING	05/27/2019	121979	38.00
001-052-00-53099 - Other Commodities	5014 - FIRST BANKCARD	PATIO CLOCK FOR POOL AND IPHONE CASE FOR C. PARSON	06/03/2019	121979	44.24
001-052-00-53099 - Other Commodities	5014 - FIRST BANKCARD	LIFEGUARD TRAINING COURSE TO BE REIMBURSED BY STAFF	06/05/2019	121979	38.00
001-052-00-53099 - Other Commodities	316 - DP SUPPLY INC	CUSTODIAL SUPPLIES FOR GARFIELD POOL	06/17/2019	121969	156.53
001-060-00-52041 - Telephone	1998 - VERIZON WIRELESS	CELL PHONE CITY WIDE	06/03/2019	122032	125.54
001-060-00-53099 - Other Commodities	2581 - SHI INTERNATIONAL CORP	FIREWALL SOFTWARE FOR PW & EUS	06/10/2019	122019	33.34
001-060-00-53099 - Other Commodities	2581 - SHI INTERNATIONAL CORP	SUPPORT, FILTER, LICENSE FOR FIREWALL SOFTWARE	06/18/2019	122018	93.34
098-098-00-51012 - Fire Pension	300 - DANVILLE FIREMENS PENSION FUND	TRANSFER PER 19/20 BUDGET FROM PSF COLLECTED MAY REC'D JUNE	06/19/2019	121963	147,998.01
099-099-00-51011 - Pension Contributions/IMRF ERI Payment	1005 - DANVILLE POLICE PENSION FUND	TRANSFER PER 19/20 BUDGET FROM PSF COLLECTED MAY REC'D JUNE	06/19/2019	121965	98,665.35
103-103-18-6356E - Bowman Avenue Grade Separations	508 - HANSON PROFESSIONAL SERVICES INC	BOWMAN AVENUE GRADE SEPARATIONS	06/03/2019	121983	11,760.88
103-103-18-6357S - Freight Study	508 - HANSON PROFESSIONAL SERVICES INC	DANVILLE FREIGHT STUDY	06/03/2019	121982	10,082.54
104-104-00-54099 - Other Expenditures	5602 - TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	CID PERSON SEARCHES APRIL AND MAY 2019	06/01/2019	122029	240.00
106-106-18-52099 - Other Contractual Services	1128 - VERMILION COUNTY TITLE INC	TITLE SEARCH FOR 1013 JAMES PLACE	06/11/2019	122034	60.00
106-106-18-53003 - Office Supplies	60 - ARNOLDS OFFICE SUPPLY	CDBG OFFICE SUPPLIES	06/06/2019	121940	659.50

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR JUNE 25, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
106-106-18-54090 - CDBG Community Projects	878 - ENVIRONMENTAL ASSURANCE LLC	ASBESTOS ABATEMENT 801 N WALNUT	05/28/2019	121971	3,648.44
106-106-18-54090 - CDBG Community Projects	5826 - DREAMWORKS PROPERTY AND CONSTRUCTION MANAGEMENT,LL	NIP 2018 42 S KIMBALL	06/05/2019	121970	13,060.00
106-106-18-54090 - CDBG Community Projects	3646 - HINSHAW AND CULBERTSON, LLP	LEGAL SERVICES FOR CSX TRANSPORTATION	06/10/2019	121986	700.00
107-107-00-52097 - Pavement Maintenance	4061 - OPEN ROAD ASPHALT COMPANY LLC	MATERIALS FOR ASPHALT REPAIRS IN MULTIPLE LOCATIONS	06/06/2019	122009	1,765.40
107-107-00-52097 - Pavement Maintenance	4061 - OPEN ROAD ASPHALT COMPANY LLC	MATERIAL FOR SEAL COAT PREP	06/07/2019	122009	1,108.25
107-107-00-52097 - Pavement Maintenance	4061 - OPEN ROAD ASPHALT COMPANY LLC	ASPHALT REPAIRS IN MULTIPLE LOCATIONS	06/10/2019	122009	1,495.00
107-107-00-52097 - Pavement Maintenance	4061 - OPEN ROAD ASPHALT COMPANY LLC	MATERIALS FOR ASPHALT REPAIRS IN MULTIPLE LOCATIONS	06/12/2019	122009	1,978.60
107-107-00-55064 - Economic Development Pr	1918 - VERM. CO. COMMUNITY DEVELOPMENT CORP. C/O 1ST NAT'	FINAL PAYMENT-PROMISSORY NOTE RES#2014-67 NORTH RETAIL DEV.	06/19/2019	122033	16,782.33
113-113-19-52008 - Uniform Rental	1209 - CINTAS CORPORATION	UNIFORM SERVICE JUNE	06/14/2019	121953	287.77
113-113-19-52009 - Computer Service and Supplies	5014 - FIRST BANKCARD	Adobe subscription	05/30/2019	121979	52.99
113-113-19-52009 - Computer Service and Supplies	5014 - FIRST BANKCARD	COMPUTER SOFTWARE FOR DISPATCH COMPUTER	06/17/2019	121979	39.00
113-113-19-52031 - Electricity	777 - AMEREN	101 NORTH HAZEL CITY BUS TERMINAL	05/29/2019	121935	83.38
113-113-19-52040 - Purchased Transportation	165 - CRIS SENIOR SERVICES	PURCHASED TRANSPORTATION FOR MAY 2019	06/12/2019	121960	10,539.50
113-113-19-52041 - Telephone	1998 - VERIZON WIRELESS	CELL PHONE CITY WIDE	06/03/2019	122032	775.38
113-113-19-52043 - Postage	393 - EXPRESS PACKAGING SERVICE	DMT POSTAGE	06/07/2019	121974	7.02
113-113-19-52079 - Lease and Rental - DMT	6000 - BEST-ONE OF CENTRAL IL	MOUNT/DISMOUNT, BALANCE	06/18/2019	121945	238.50
113-113-19-53003 - Office Supplies	3157 - BUMPER TO BUMPER	SEALER FOR ANTENNA'S BUS #1937 & 1938	06/13/2019	121949	25.24
113-113-19-53011 - Materials to Maintain Buildings	1209 - CINTAS CORPORATION	UNIFORM SERVICE JUNE	06/14/2019	121953	106.76
113-113-19-53015 - Materials to Maintain Vehicles	453 - GILLIG CORPORATION	PLUNGER ASM	06/07/2019	121981	164.70
113-113-19-53015 - Materials to Maintain Vehicles	453 - GILLIG CORPORATION	Bus Parts	06/12/2019	121981	50.92
113-113-19-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	ANTI-FREEZE	06/12/2019	122007	59.96
113-113-19-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	Bus Parts	06/18/2019	121962	35.97
113-113-19-53016 - Materials to Maint other Equipment	917 - JONCO PRODUCTS	BUS CLEANER AND BUG OFF	05/07/2019	121993	699.90
113-113-19-53017 - Small Tools & Equipment	6000 - BEST-ONE OF CENTRAL IL	REGROOVING BLADES	06/13/2019	121945	167.50
113-113-19-53041 - Cleaning Supplies	316 - DP SUPPLY INC	Cleaning Supplies	06/14/2019	121969	30.86
113-113-19-54031 - Taxes & Licenses	5014 - FIRST BANKCARD	LICENSE FEE FOR BUS #1937	05/22/2019	121979	143.51
113-113-19-54031 - Taxes & Licenses	5014 - FIRST BANKCARD	LICENSE FEE FOR BUS $1938	05/22/2019	121979	143.51
116-116-19-52041 - Telephone	1998 - VERIZON WIRELESS	CELL PHONE CITY WIDE	06/03/2019	122032	36.01
116-116-20-52009 - Computer Service and Supplies	1844 - ESRI	ARCGIS ANNUAL LICENSING AND MAINTENANCE JULY 2019-JUNE 2020	05/29/2019	121972	11,500.00
122-122-00-54047 - TIF-Project-Reimbursement	6051 - LONG, MATTHEW	TIF ROOF REIMBURSEMENT 136 N VERMILION	06/18/2019	122003	7,000.00
310-310-00-54177 - Community Investment	5014 - FIRST BANKCARD	10-DAY DEMO NOTICE 102 DELAWARE	05/14/2019	121979	153.38
401-401-00-52030 - Credit Card Company Fee	4715 - TAKE A SHOT LLC	ADDITIONAL REIMBURSEMENT OF CC FEES OWED FROM 4/2019	06/12/2019	122024	3.20
401-401-00-52030 - Credit Card Company Fee	4715 - TAKE A SHOT LLC	REIMBURSEMENT OF CREDIT CARD PROCESSING FEES 5/2019	06/12/2019	122024	450.49
401-401-00-52099 - Other Contractual Services	5014 - FIRST BANKCARD	OAKLEY ANNUAL CHECKUP	05/21/2019	121979	321.59
401-401-00-53013 - Materials to Maintain Other	4771 - AUTOMATIC IRRIGATION SUPPLY CO.	PARTS FOR THE IRRIGATION SYSTEM @ HPGC	06/06/2019	121942	1,687.94
401-401-00-53022 - Horticultural Supplies	301 - DANVILLE GARDENS	FLOWERS FOR HPGC	05/01/2019	121964	59.50
401-401-00-53022 - Horticultural Supplies	521 - HELENA AGRI-ENTERPRISES, LLC	HORTICULTURE SUPPLIES FOR HARRISON PARK GOLF COURSE	05/16/2019	121984	865.00
401-401-00-53022 - Horticultural Supplies	72 - SITE ONE LANDSCAPE SUPPLY, LLC	FAIRWAY APPLICATION OF FUNGICIDE HPGC	06/12/2019	122023	1,640.00
402-402-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR PW OFFICE	06/12/2019	122025	336.00
402-402-00-52022 - Engineering Services	4909 - FEHR-GRAHAM & ASSOCIATES ENGINEERING & SCIENCE CON	PUMP STATION REPLACEMENT	05/31/2019	121977	1,293.00
402-402-00-52031 - Electricity	777 - AMEREN	VARIOUS LOCATIONS STREETS/PARKS/SEWER	06/07/2019	121935	0.59
402-402-00-52031 - Electricity	777 - AMEREN	640 E FAIRCHILD	06/11/2019	121935	108.24
402-402-00-52041 - Telephone	1998 - VERIZON WIRELESS	CELL PHONE CITY WIDE	06/03/2019	122032	459.09

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR JUNE 25, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
402-402-00-52051 - Travel, Training and Ex	4129 - APWA-IL PUBLIC SERVICE INSTITUTE C/O MARY BENDER	REGISTRATION FEE FOR IPSI CONFERENCE-D. RUWE	06/12/2019	121937	347.50
402-402-00-52095 - Billing & Collection Services	310 - DANVILLE SANITARY DISTRICT	UTILITY BILLING FOR MAY 2019	06/04/2019	121967	5,871.61
402-402-00-52099 - Other Contractual Services	1750 - TRANS UNION LLC	BASIC SERVICE AND TU DESKTOP SERVICE	05/25/2019	122028	45.00
402-402-00-52099 - Other Contractual Services	1844 - ESRI	ARCGIS ANNUAL LICENSING AND MAINTENANCE JULY 2019-JUNE 2020	05/29/2019	121972	3,000.00
402-402-00-52099 - Other Contractual Services	2983 - LEXISNEXIS RISK SOLUTIONS	MAY 2019 ACTIVITY CHARGES	05/31/2019	122001	44.65
402-402-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	SERVICES FOR MAY 2019	05/31/2019	122031	1,812.04
402-402-00-53011 - Materials to Maintain Buildings	243 - CONNOR COMPANY	LOCKER ROOM SINK REPAIR PARTS-PW BUILDING	06/10/2019	121956	27.27
402-402-00-53014 - Materials to Maintain Storm Water	289 - DANVILLE TILE & DRAINAGE, INC.	HYDRAULIC CEMENT FOR STORM SEWER REPAIRS-ENGLISH ST	05/13/2019	121968	104.00
402-402-00-53014 - Materials to Maintain Storm Water	289 - DANVILLE TILE & DRAINAGE, INC.	MATERIALS FOR STORM SINK HOLE REPAIR	05/14/2019	121968	167.90
402-402-00-53014 - Materials to Maintain Storm Water	289 - DANVILLE TILE & DRAINAGE, INC.	REPLACEMENT PROBES FOR CREWS	05/28/2019	121968	111.39
402-402-00-53014 - Materials to Maintain Storm Water	289 - DANVILLE TILE & DRAINAGE, INC.	CONCRETE COLLARS ON PIPE REPAIR	06/18/2019	121968	31.50
402-402-00-53017 - Small Tools & Equipment	888 - KIRBY RISK CORPORATION	ORGANIZER FOR FUSES FOR LIFT STATION	05/30/2019	121998	30.00
402-402-00-53099 - Other Commodities	4951 - FULL SOURCE LLC	WORK GLOVES-PPE	05/22/2019	121980	115.25
402-402-00-53099 - Other Commodities	5014 - FIRST BANKCARD	REFUND FOR TAX	06/03/2019	121979	(1.62)
402-402-00-53099 - Other Commodities	76 - B & D SALES AND SERVICE	ENGINE OIL AND SPOOL FOR WEEDEATER-LIFT STATION	06/04/2019	121943	20.13
402-402-00-53099 - Other Commodities	2581 - SHI INTERNATIONAL CORP	FIREWALL SOFTWARE FOR PW & EUS	06/10/2019	122019	33.34
402-402-00-53099 - Other Commodities	2581 - SHI INTERNATIONAL CORP	SUPPORT, FILTER, LICENSE FOR FIREWALL SOFTWARE	06/18/2019	122018	93.32
402-402-00-55018 - Infrastructure Improvements	4264 - KNIGHT AND ASSOCIATES SURVEYING	Engineering Services for Danville Sewer	05/30/2019	122000	3,362.58
402-402-00-55018 - Infrastructure Improvements	1981 - CROSS CONSTRUCTION, INC.	2018 SANITARY SEWER LINING	06/17/2019	121961	23,857.61
405-405-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR PW OFFICE	06/12/2019	122025	336.00
405-405-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR SOLID WASTE	06/12/2019	122025	1,960.00
405-405-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR STREETS	06/12/2019	122025	266.00
405-405-00-52015 - Maintenance of Vehicles	1214 - COFFMAN'S TRUCK SERVICE	TOW UNIT #92 AUTOMATED FROM MAIN/LOGAN	06/05/2019	121955	275.00
405-405-00-52041 - Telephone	1998 - VERIZON WIRELESS	CELL PHONE CITY WIDE	06/03/2019	122032	120.01
405-405-00-52095 - Billing & Collection Services	310 - DANVILLE SANITARY DISTRICT	UTILITY BILLING FOR MAY 2019	06/04/2019	121967	5,871.61
405-405-00-52099 - Other Contractual Services	1750 - TRANS UNION LLC	BASIC SERVICE AND TU DESKTOP SERVICE	05/25/2019	122028	45.00
405-405-00-52099 - Other Contractual Services	2983 - LEXISNEXIS RISK SOLUTIONS	MAY 2019 ACTIVITY CHARGES	05/31/2019	122001	44.65
405-405-00-53011 - Materials to Maintain Buildings	243 - CONNOR COMPANY	LOCKER ROOM SINK REPAIR PARTS-PW BUILDING	06/10/2019	121956	27.27
405-405-00-53015 - Materials to Maintain Vehicles	2700 - MENARDS - DANVILLE	HEATER SHUT OFF VALVE FOR UNIT #64	06/11/2019	122004	28.56
405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	THERMOSTAT FOR AUTOMATED TRUCK #94	06/13/2019	122016	71.90
405-405-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR FOR AUTOMATED TRUCK #93	06/18/2019	122035	332.50
405-405-00-53038 - Solid Waste Containers	192 - CENTRAL INDIANA TRUCK EQUIPMENT	TOTERS	06/18/2019	121951	19,991.50
405-405-00-53099 - Other Commodities	2195 - CINTAS CORPORATION #370	PRE-GLOVES FOR SOLID WASTE DEPT.	06/07/2019	121954	210.62
405-405-00-53099 - Other Commodities	2581 - SHI INTERNATIONAL CORP	FIREWALL SOFTWARE FOR PW & EUS	06/10/2019	122019	33.30
405-405-00-53099 - Other Commodities	2581 - SHI INTERNATIONAL CORP	SUPPORT, FILTER, LICENSE FOR FIREWALL SOFTWARE	06/18/2019	122018	93.32
501-501-00-54021 - Administrative Expenses	4706 - BENEFIT PLANNING CONSULTANTS	MONTHLY FLEX & COBRA ADMIN FEE FOR JULY 2019	06/11/2019	121944	369.77
704-704-00-52029 - Professional Services	4909 - FEHR-GRAHAM & ASSOCIATES ENGINEERING & SCIENCE CON	ENVIRONMENTAL SERVICESFOR BROWNFIELD GRANT-RESOLUTION 2017-101	05/31/2019	121976	12,800.00
704-704-00-52029 - Professional Services	4909 - FEHR-GRAHAM & ASSOCIATES ENGINEERING & SCIENCE CON	ENVIRONMENTAL SERVICESFOR BROWNFIELD GRANT-RESOLUTION 2017-101	05/31/2019	121978	3,000.00
Grand Total					546,322.85

9-A

RESOLUTION NO. _____

A RESOLUTION CONFIRMING APPROVAL OF SIMULCAST RADIO SYSTEM

WHEREAS, the Danville Public Building Commission (DPBC) operates, maintains and provides capital improvements for the 911 Communications Center and County-wide Radio System in accordance with a lease agreement with the City of Danville (City); and

WHEREAS the City approved Resolution 2016-112 approving a Memorandum of Understanding with DPBC and the County of Vermilion (County) to outline the procedure to be followed, for and during, completion of the improvements and other capital projects, as outlined on the Project List, using bond funds held in escrow by DPBC; and

WHEREAS; the project cost to the Radio Conversion to Digital project as listed on the Bond Issue Project List has previously been amended from $100,000 to $161,316; and

WHEREAS; there is a need to additionally amend the project cost of the Radio Conversion to Digital project as listed on the Bond Issue Project List an additional $279,039 in order to fund the installation of a simulcast radio system; and

WHEREAS; on June 17, 2019 DPBC held a Danville Public Building Commission Board meeting to authorize the installation of a simulcast radio system at twelve (12) sites within the County and five (5) sites within the City by Supreme Radio Communications.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville that the City confirms the DPBC approval of the additionally amended project amount of $279,039 in accordance with the provisions of the Memorandum of Understanding.

.

PASSED this _____ day of _____, 2019, by _____ Ayes, _____Nays, _____ Absent.

APPROVED:

BY:_____
Mayor

ATTEST:

BY:_____
City Clerk

10-A

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN AZAVAR GOVERNMENT SOLUTIONS AND THE CITY OF DANVILLE

WHEREAS, the City of Danville (City) approved Resolution No. 2010-132 entering into a Cable Television Franchise Agreement (Agreement) with Comcast of Illinois/Indiana/Ohio, LLC (Comcast) on November 2, 2010 for a period of 10 years; and

WHEREAS, the Agreement in Section 5.2 *Franchise Fees Subject to Audit*, and according to the audit standards set forth in the *Illinois Municipal Code at 65 ILCS 5/11-42-11.05* (Municipal Franchise Fee Review), allows for the City, or City's designee, to inspect the Grantee's financial records; and

WHEREAS, Azavar Government Solutions, Inc. (Azavar) provides Franchise Fee Revenue & Contract Compliance Reviews on a contingency-payment model; and

WHEREAS, the City of Danville (City) wishes to enter into an agreement with Azavar to act as the City's designee and to conduct a contingency based review of the Cable Television Franchise Agreement between Comcast and the City.

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

1. The Agreement between Azavar Government Solutions, Inc. and the City of Danville is approved.

2. The Mayor and City Clerk shall be authorized to execute and attest the Agreement on behalf of the City.

3. This resolution shall take effect upon its passage and publication.

PASSED this _____ day of _____, 2019, by _____ Ayes, _____Nays, _____ Absent.

APPROVED:

BY: _____
Mayor

ATTEST:

BY:_____
City Clerk

CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into by and between Azavar Audit Solutions, Incorporated, an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Danville an Illinois municipal corporation having its principal place of business at 17 West Main Street Danville, Illinois 61832 ("Customer").

1. **SCOPE OF SERVICES**

1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data audit, compliance management, and management consulting services ("Services") in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:

(a) Azavar shall undertake a Municipal Audit Program on behalf of the Customer. As part of the Municipal Audit Program Azavar shall, on behalf of the Customer, separately review and audit each fee, ordinance, contract, franchise agreement, utility tax, locally administered taxes or fees, locally imposed occupation tax, ad valorem tax, excise tax, taxpayer, franchise fee, utility service fee, intergovernmental or other remittances to the Customer, and expense imposed by or upon the Customer within the Customer's corporate boundaries ("Audits") including, but not limited to local businesses, electric, gas, cable, telecommunications, refuse, and water providers ("Providers") on behalf of the Customer. Azavar shall review during the course of its work for the Customer, Customer ordinances, contracts, receipts, addresses and databases, including any of the aforementioned items, whether administered locally, by the state or federal government, by any other government or non-government organization, or by any other third-party, revenues relating to state and local sales/use/occupation taxes, including amusement taxes, business license/registration databases and revenue, and any other locally authorized fees and/or licenses, including liquor licenses. Azavar shall review and audit, food, beverage, and/or liquor taxes and/or fees and hotel, motel, bed, and/or transient occupancy taxes where applicable to the Customer. Azavar shall review and consult Customer on areas to enhance, increase, or maximize Customer revenues including, but not limited to, previous, existing, or new ordinances, agreements, or third-party contracts. Should the Customer own or operate its own utilities including electric, natural gas, water or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities.

(b) The purpose of each audit is to determine past, present, and future taxes, franchise fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and Illinois state law, the Customer's own local ordinances and databases, and the franchise agreements, contracts or bills between Customer and Providers are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits findings of monies paid, due, or potentially due to the Customer for review by the Customer ("Findings"). Where already allowable by existing Customer contracts or agreements or Federal, State, or local laws or ordinances, this Agreement authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 3 of this Agreement, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days.

(c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or franchise agreements related to any Audits as contemplated under this Agreement without Azavar's prior written consent.

(d) In order to perform the Audits, Azavar shall require full access to Customer records and Provider records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Providers. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Providers when requested by Azavar. Customer shall notify Azavar of any Provider requested meetings with Customer and shall include Azavar in said meetings.

(e) During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific Provider audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof.

(f) Customer acknowledges that each Provider is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a Provider will take to limit its responsibility or liability during the audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees on a time and materials basis for that audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits;

(g) The first audit start date is expected to be within no later than thirty (30) days from the date of this Agreement unless changed and approved by the Customer's Audit Primary Contact and Liaison;

(h) Each audit is expected to last at least six (6) months. Each subsequent audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping audit work may take place at the discretion of Azavar. Audit timelines are set at the discretion of Azavar;

(i) Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and Liaison and will occur approximately every quarter;

(j) Jason Perry, Municipal Audit Program Manager, and Azavar specialists will be auditors under this agreement. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

1.2 Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and reasonably necessary office supplies for Consultants working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be the Audit Primary Contact and Liaison. The Customer's Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to this audit and will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an audit, will adversely affect the audit timeline and successful recovery of funds. Customer's staff shall be available for meetings and participation with Providers to properly verify records and recover funds.

2. **INDEPENDENT CONTRACTOR**. Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall designate Azavar as Power of Attorney with the Illinois Department of Revenue solely for the purpose of reviewing data provided by the Illinois Department of Revenue.

3. **PAYMENT TERMS**.

3.1 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Any invoice not disputed in writing by Customer within thirty (30) days after the receipt of such invoice shall be considered approved by the Customer. Customer shall remit payment to Azavar in accordance with the Local Government Prompt Payment Act. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice Azavar, at its discretion, may accelerate all payments due under this Agreement and seek recovery of all estimated fees due to Azavar based on Findings. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the customer. Contingency payment terms are outlined below. If Customer negotiates, abates, cancels, amends, delays, or waives, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.

3.2 Customer shall pay Azavar an amount equal to forty-five (45) percent of any new revenues or prospective funds recovered per account or per Provider for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any retroactive funds, any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Provider. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Provider data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.

3.3 As it pertains to Customer expenses, utility service bill and cost Audits, Customer shall pay Azavar an amount equal to forty-five (45) percent of prospective savings approved by Customer for thirty-six (36) months following the date savings per Provider is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of said refunds or credits recovered for or received by Customer from any Provider. All contingency fees paid to Azavar are based on determinations of savings by Azavar including Provider data and regulatory filings. All savings after the subsequent thirty-six (36) month period for each service provider individually will accrue to the sole benefit of the Customer.

3.4 To the extent that any payment is due to Azavar after April 30, 2023 (the "Illinois Date"), this Section 3.4 shall apply:

(a) Azavar shall estimate the total amount due after the Illinois Date and shall bill Customer for this amount on or before one (1) day before the Illinois Date, with a due date of the Illinois Date.

(b) Notwithstanding the due date of the Illinois Date, Azavar shall toll all contractual and statutory remedies (including the Local Government Prompt Payment Act.) for nonpayment until sixty (60) days following the Illinois Date.

(c) If Customer signs a new contract (or contract amendment) with Azavar on or before sixty (60) days following the Illinois Date, payment terms shall revert those that would have applied in the absence of this Section 3.4.

(d) If Customer does not sign a new contract (or contract amendment) with Azavar on or before sixty (60) days following the Illinois Date and has not paid the bill that was due on or before one (1) day before the Illinois Date within sixty (60) days following the Illinois Date, Customer shall be in default, retroactive to the Illinois Date and agrees that the Local Government Prompt Payment Act is applicable and has not been waived by Azavar.

(e) Both Azavar and Customer agree that neither party is admitting or acknowledging that 65 ILCS 5/8-1-7(a)-(b) is or is not applicable to this Agreement and both Azavar and Customer agree that this Agreement shall not be used in support of an argument for or against such applicability.

4. **CONFIDENTIAL INFORMATION**

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include:

(i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (iv) information subject to disclosure under Illinois' Freedom of Information Act (5 ILCS 140/1 *et seq.*).

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under the Statement of Work hereto.

5. **INTELLECTUAL PROPERTY**

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. **DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. **TERMINATION**

7.1 This Agreement shall be effective upon execution by both parties and shall remain in effect for a period of sixty (60) months thereafter (the "Initial Term"). This Agreement shall automatically renew on an annual basis (the "Renewal Terms") each year and shall continue thereafter until terminated by Customer or Azavar. Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.

7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. **NOTICES**. Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar	If to Customer
General Counsel Azavar Audit Solutions, Inc. 55 East Jackson Boulevard, Suite 2100 Chicago, Illinois 60604	City Attorney City of Danville 17 West Main Street Danville, Illinois 61832

9. **ASSIGNMENT**. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. **USE OF CUSTOMER NAME**. Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.

11. **COMPLETE AGREEMENT**. This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.		CUSTOMER	CITY OF DANVILLE, ILLINOIS
By	_____	By	_____
Title	_____	Title	_____
Date	_____	Date	_____

RESOLUTION NO. 2010-132

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANVILLE, ILLINOIS, that the attached Franchise Agreement between Comcast of Illinois/Indiana/Ohio, LLC, as Grantee, and City of Danville, as Grantor, regarding the provision of Cable Television service within the City of Danville, be and is hereby approved, and the Mayor is hereby authorized and directed to execute and deliver the same on behalf of the City.

PASSED this 2nd day of November 2010, by 11 Ayes, 2 Nays, 1 Absent.

APPROVED:

By: Scott Eisenhower
Mayor

ATTEST:

By: Janet K Myers
City Clerk

POSTED PUBLICLY NOV 04 2010

CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
CITY OF DANVILLE
And
COMCAST OF ILLINOIS/INDIANA/OHIO, LLC

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Danville, Illinois (hereinafter, the "City") and Comcast of Illinois/Indiana/Ohio, LLC, (hereinafter, "Grantee") this 2nd day of November, 2010 (the "Effective Date").

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-

CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
CITY OF DANVILLE
And
COMCAST OF ILLINOIS/INDIANA/OHIO, LLC

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Danville, Illinois (hereinafter, the "City") and Comcast of Illinois/Indiana/Ohio, LLC, (hereinafter, "Grantee") this____ day of _____, 2010 (the "Effective Date").

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

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"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-

of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

"Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

"City" means the City of Danville, Illinois or the lawful successor, transferee, designee, or assignee thereof.

"Customer" means a Person who lawfully receives and pays for Cable Service with the Grantee's express permission.

"FCC" means the Federal Communications Commission, or successor governmental entity thereto.

"Franchise" means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

"Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

"Franchise Area" means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

"Grantee" shall mean Comcast of Illinois/Indiana/Ohio, LLC.

"Gross Revenue" means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, activation, installation, and repair fees and equipment rental fees. Gross revenues shall also include such other revenue sources directly related to Cable Service delivered over the Cable System as may hereafter develop, provided that such revenues, fees, receipts, or charges are deemed lawful and to be included in the gross revenue base for purposes of computing the Franchising Authority's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch

support payments, advertising sales commissions and third party agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001),* and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video channel designated for non-commercial use by the public, educational, and governmental institutions such as public or private schools, (but not "home schools,") community colleges, and universities, as well as the City.

"Public, Educational, and Governmental (PEG) Access Programming" shall mean non-commercial programming produced by any City residents or organizations, schools, government entities and the use of designated facilities, equipment or channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the Franchise Area, which shall entitle the City and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the City and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

SECTION 2: Grant of Authority

2.1. The City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to replace all existing franchise agreements – including the prior Franchise with the Grantee, regardless of whether said prior Franchise or franchise agreements are in effect.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

2.5 Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the City grants an additional Franchise to use and occupy the public right-of-way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall serve or require to be served a copy of such application upon any existing Company or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

2.7 Compliance with Federal, State and Local Laws.

2.7.1 Notwithstanding any other provisions of this Agreement to the contrary, the Grantee shall at all times comply with all laws and regulations of the state and federal government or any administrative agencies thereof.

2.7.2 Grantee shall not be relieved of its obligation to comply with any of the generally applicable provisions of Chapter 99 of the City of Danville Municipal Code or of this Agreement by reason of any failure of the City to enforce prompt compliance.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Chapter 99, entitled "Standards for Construction on Rights of Way," of the City of Danville Municipal Code, as may be amended from time to time.

3.1.1. Pursuant and in addition to Chapter 99 of the City of Danville Municipal Code, during the term of this Franchise Agreement and any extension or renewal thereof, no Security Fund shall be required of the Grantee for any permit required by the City; provided, however that Grantee shall have timely made all payments to the City pursuant to Section 5.1 of this Franchise Agreement.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

3.4. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable.

4.1.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.2. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time.

4.3. New/Planned Developments. The City shall provide the Grantee with written notice of the issuance of building permits within the Franchise Area for projects requiring undergrounding of cable facilities. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's rights-of-way. The City agrees to require the builder or developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches. The City shall also provide the Grantee with summaries of all planned developments in the City at the same time as provided to all utilities or other like occupants of the City's right-of-way. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering, construction and capital resources. Should the City fail to provide advance notice of such developments the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise.

4.4. Annexations. The City shall notify the Grantee of all annexations by the City; and of any and all planned developments in areas expected to be annexed at the same time the City informs utilities or other like occupants of the City's rights-of-way. Said notice is to allow the Grantee sufficient foresight into the future demands on its

design, engineering, construction and capital resources. Should the City fail to provide advance notice of actual and planned annexations, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise. The parties agree that Grantee's Franchise and Franchise Fee obligations with respect to annexations are as set forth in the Counties Code – 55 ILCS 5/5-1095(a) – as amended from time to time; and that the period for which franchise fees shall continue to be paid to the county shall commence on the later of the date on which the Grantee was informed of the annexation or the actual date on which the annexation occurred. The City shall provide the Grantee with written notice of the issuance of building or development permits within the Franchise Area for projects requiring undergrounding of cable facilities. The City agrees to require the builder or developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches.

4.5. Service to School Buildings and Governmental Facilities.

4.5.1. Service to School Buildings. The City and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to State accredited K-12 public, not including "home schools," located in the Franchise Area within one hundred twenty five feet (125) of the Grantee's distribution cable.

4.5.2. Service to Governmental Facilities. The City and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to municipal buildings located in the Franchise Area within one hundred twenty five (125) feet of Grantee's distribution cable. "Municipal buildings" are those buildings owned or leased by the City for government administrative purposes, and shall not include buildings owned by City but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.5.3. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.6. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. The City agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system.

4.7. Programming. Grantee shall provide or enable the provision of at least the following broad categories of programming:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Arts, Cultural and Performing Arts	News & Information	Educational

4.8 Rates. The Grantee and the City acknowledge that rules and procedures governing rate regulation are contained within the Federal Communications Commission (FCC) 47 C.F.R. Part 76.900, Subpart N. In accordance with federal law both the City and the Grantee shall follow the rules relating to rate regulation promulgated by the F.C.C. at 47 C.F.R. Part 76.900, Subpart N. As of the Effective Date rates are deregulated within the City.

4.9 Customer Protection Service Standards. Grantee and the City acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 22/501 et. Seq as may be amended. Grantee and the City acknowledge that the City reserves the right to adopt an enabling Ordinance to enforce the customer service standards and customer privacy protections as set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 et. Seq.

SECTION 5: Oversight and Regulation by City

5.1. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by Chase Bank U.S.A or its successor, from the time of the discovery of the delinquent payment until the date paid. Any undisputed overpayments made by Grantee to the City shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee.

5.1.1. Change in Amount. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five

percent (5%) of Gross Revenues. If, during the term of this Agreement, the Cable Act is modified so that the City would otherwise be authorized to collect a Franchise fee at a rate greater than five percent (5%) of Gross Revenues, the City may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the City up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the City conducts a public hearing on the proposed amendment; (iii) the City approves the amendment by ordinance; and (iv) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment. In the event a change in state or federal law reduces the maximum permissible franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; ii) the lowest franchise fee percentage paid by than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area or any other cable provider granted a cable franchise by the City pursuant to Title 47; or, iii) such franchise fee percentage as may be approved by the City, provided that: (a) such amendment is competitively neutral; (b) the amendment is in compliance with the change in state or federal law; (c) the City approves the amendment by ordinance; and (d) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.2. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests for Information). Any audit shall be conducted in accordance with generally applicable auditing standards. The City or its designee may be required to execute a non-disclosure agreement with the Grantee prior to inspection of the Grantee's financial records. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with 65 ILCS 5/11-42-11.05.

5.4. Address Exchange. The City and Grantee agree that within sixty (60) days of the Effective Date and in accordance with applicable privacy laws, they will exchange in electronic form their respective lists of the addresses located within the boundaries of the City in order to ensure that all addresses in the City are included in the Grantee's database for the City. The parties agree to exchange said address lists upon written request, but not more than once annually, during the term of this Franchise Agreement. The City and Grantee agree to exercise good faith efforts to maintain the accuracy of their respective databases. The parties further agree except that in the case of gross negligence, no penalties or interest shall apply to any errors discovered as result of any exchanges of information hereunder.

5.5. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the City has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the City from and against any claims arising from the City's opposition to disclosure of any information Grantee designates as proprietary or confidential.

5.6. Inspection. In accordance with Illinois Municipal Code, 65 ILCS 5/11-42-11 the Grantee shall permit examination by any duly authorized representative of the Grantor of summary data, as needed by the Grantee, to determine the Grantee's franchise fees derived from the provision of Cable Service to Subscribers within the Franchiee Area.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

6.2 Consent of Transfer. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No transfer of control of the

Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the City certificates of insurance designating the City and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of one million dollars ($1,000,000.00) for bodily injury or death to any one person, and one million dollars ($1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and one million dollars ($1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the City. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the City from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents from and against any and all lawsuits, claims, actions, demands, damages, disability, losses, expenses including attorney's fees and other defense costs or liabilities of any nature that may be asserted by any person or entity arising out of Grantee's construction, operation, maintenance or removal of the Cable System, provided that the City shall give the Grantee written notice of its obligation to indemnify and defend the City within ten (10) business days of receipt of a claim or action pursuant to this Section. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City.

7.2.1. This indemnification obligation is not limited in any way by a limitation of the amount or type of damages or compensation payable by or for Grantee under workers' compensation, disability or other employee benefit acts, acceptance of insurance certificates required by this Franchise Agreement, or the terms, applicability or limitations of any insurance held by Grantee.

7.2.2. Grantor does not, and shall not, waive any rights against Grantee which it may have by reason of this indemnification, because of the acceptance by Grantor, or the deposit with Grantor by Grantee, of any insurance policies described in this Franchise Agreement or Ordinance.

7.2.3. This indemnification by Grantee shall apply to all damages and claims for damages of any kind suffered by reason of any of the aforesaid operations referred to in this section, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

7.2.4. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the City, its officers, employees and agents.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity. The Grantee shall provide capacity for the City's noncommercial public, educational and governmental ("PEG") programming through Grantee's Cable System consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the City utilizes one (1) PEG channel. The City may request, and Grantee shall provide, a second PEG channel upon one hundred eighty (180) days advance written notice by the City and sufficient proof that the current channel is inadequate for all programming offered. "Sufficient proof" shall include a verified program log of all original, non-repeat, first-run, non-character generated, locally produced programs that are carried on the existing channel for the prior six month period during the times of noon to midnight. In the event that eighty percent (80%) of the programming on the channel meets the criteria of being original, non-repeat, first-run, non-character generated, locally produced programming, Grantee shall provide a second channel. Any cost for the activation of the additional channel shall be paid for by the City. The Grantee may offer the City's entire PEG programming on its basic digital tier of service.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. However, the PEG channel is, and shall be, operated by the City, and the City may at any time allocate or reallocate the usage of the PEG channel among and between different non-commercial uses and Users.

8.3. Future Origination Points. At such time that the City determines that it wants the capacity to allow subscribers in the City to receive public, educational and/or governmental access programming (video and character generated) which may originate from schools, City facilities and/or other government facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the City determines that it wants to establish or change a location from which public, educational and/or governmental access programming is originated; or in the event the City wants to upgrade the connection to Comcast from an existing signal point of origination, the City will give Comcast written notice detailing the point of origination and the capability sought by the City. Comcast agrees to submit a cost estimate to

implement the City's plan within a reasonable period of time. After an agreement to reimburse Comcast for its expenditure, Comcast will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the City to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.5. Grantee Use of Unused Time. Because the City and Grantee agree that a blank or under utilized Access Channel is not in the public interest, in the event the City does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the City upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and pursuant to the provisions of 9.2 herein, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

9.3.1. in the case of a substantial default of a material provision of the

Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including two or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the City shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the City "de novo" and to modify or reverse such decision as justice may require.

9.4. Technical Violation. The City agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

9.4.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

9.4.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability

to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

City of Danville, IL
17 W. Main Street
Danville, Illinois 61832

ATTN: Mayor

To the Grantee:

Comcast of Illinois/Indiana/Ohio, LLC
303 E. Fairlawn Drive
Urbana, Illinois 61801

ATTN: Director of Government Affairs

With a copy to:

Comcast
1500 McConnor Pkwy
Schaumburg, IL 60173
ATTN: VP, Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, ordinances, understandings, negotiations and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

10.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the City of Danville:

By: Scott Eisenhauer

Name: SCOTT EISENHAUER

Title: MAYOR

Date: 22 NOV 10

Res 2010-132

For Comcast of Illinois/Indiana/Ohio, LLC:

By: LeAnn M Talbot

Name: LeANN M TALBOT

Title: Senior Vice President

Date: 10/5/10

SJR
The State Journal-Register

City to collect $980K from Comcast for underpayment of franchise fees

By Crystal Thomas
Staff Writer
Posted Apr 26, 2018 at 6:41 PM
Updated Apr 27, 2018 at 12:09 PM

Springfield will collect $980,000 from Comcast after an auditing firm found an underpayment of franchise fees.

Last year, Comcast paid more than $1.6 million to the city. Under federal law, municipalities can collect up to 5 percent of the gross receipts the provider takes in for offering that service within a designated area. The city of Springfield collects the maximum franchise fee amount.

In 2011, the city contracted with a private firm, Azavar, to audit all of its utilities, including its cable provider Comcast. Azavar determined Comcast was underpaying its share of franchise fees and spent the last couple of months negotiating a settlement with Comcast. Because Azavar worked on a contingency basis, it will get one-third of the settlement.

The city council must formally approve an ordinance that would accept the settlement. The ordinance is on the consent agenda for next week, meaning it most likely will be passed without discussion.

A Comcast spokesman said the company is close to reaching an agreement and could not offer additional details. However, a letter attached to the ordinance confirmed the details of the settlement.

"Both the City of Springfield and Comcast of Illinois/Indiana/Ohio, LLC deem it to be to their mutual benefit to resolve their differences regarding the franchise fee audit," wrote Matthew Summy, Comcast vice president of external affairs.

Comcast will pay the settlement within 30 days of the ordinance being passed, according to the letter.

Mayor Jim Langfelder has said Comcast's current collections are up to date and that billing errors have been corrected as Comcast was notified.

Now that the franchise fee audit is settled, Langfelder said the city would begin to negotiate a new contract with Comcast.

Comcast is operating on an expired contract and would like to return to having a 10-year contract, which it had in 2003. Since 2013, the city has been extending Comcast's contract to be Springfield's cable provider in two-year increments, according to Langfelder.

Langfelder said when he inquired about getting Comcast to offer Weatherscan, a channel that offers local weather information, on Channel 17 once again, he was told Comcast's dropping Weatherscan in October of last year was a "national decision."

Because several city residents were upset by Comcast's decision, he said the city is looking at ways to recreate Weatherscan using Public Education and Government Access (PEG) grants it receives from Comcast.

Contact Crystal Thomas: 788-1528, crystal.thomas@sj-r.com, twitter.com/crystalclear224.

AZAVAR GOVERNMENT SOLUTIONS

Cable Franchise Fee Revenue & Contract Compliance Reviews

What Is a Franchise Fee Revenue & Contract Compliance Review Conducted by Azavar Government Solutions, Inc.?

A Franchise Fee Revenue & Contract Compliance Review from Azavar Government Solutions uncovers all fees owed to your community by cable providers. We conduct the review using our own resources while providing you with a contingency-payment model. Your review includes:

1. **Geographic Analysis – An Azavar Government Solutions Exclusive Service**
   - We use state-of-the art geographic information systems (GIS) to analyze all customers in your jurisdiction
   - Our experts employ industry-leading database software and advanced data-mining technology

2. **Franchise Compliance Analysis**
   - We analyze all local, state, and federal laws regarding your rights in working with cable companies
   - Our team thoroughly reviews your agreement to ensure that your community is fully protected

3. **Gross Revenue Analysis**
   - We examine complex revenue streams within cable companies to determine franchise fee remittances based on gross revenue
   - Collectively, our team has over 40 years of experience reviewing solutions; We have reviewed all major US cable companies

4. **Strategic Relationships with Service Providers**
   - Our relationships aid communication while ensuring compliance and accountability
   - We facilitate franchise negotiations to help meet your local needs while protecting your community's property and purse

How can Azavar Government Solutions help return money to your community? Please call Tom Fagan at **312.517.3723** or email him at TFagan@azavar.com.

Do you need us to perform a specific analysis that has not yet been mentioned? Please let us know, as we are equipped to conduct various types of electronic reviews.

AZAVAR®
GOVERNMENT SOLUTIONS

To Recover Lost Funds
Call: 1.312.583.0100

"Azavar Government Solutions, Inc. is the only one that has the specialized software, resources, and knowledge to successfully review each utility and recover the maximum."
-Mayor Gayle Smolinski, Village of Roselle, Illinois

THE AZAVAR REVIEW APPROACH

Your Azavar Government Solutions team takes a comprehensive, four-pronged approach to your review:

1. Data Analysis
No matter what type of review you need, success depends on sifting through millions of data pieces to find and correct problems.
We are uniquely capable of finding the proverbial needle in the haystack through our exclusive combination of software and advanced technology. We employ proprietary review software, conduct database-mining reviews, perform GIS analysis, and correlate data error rates / patterns to find and correct all revenue errors while recovering funds for your community. Sales Tax, Food & Beverage, and Hotel/Motel are among the many tax reviews that comprise this program.

2. Financial
Following our electronic data analysis, we apply a financial review that matches theoretical dollar-for-dollar with actual payments. Our team examines your numbers to ensure expenses paid, gross revenue computed, and taxes received are all correct as established by contracts and ordinances. Through our financial analysis, we uncover hundreds of thousands of dollars in missed, underpaid, or incorrectly paid taxes owed to your community.

3. Compliance
Our thorough review ensures your data and financial information are in line with your contracts, franchises, and ordinances. We analyze all local, state, and federal laws regarding your rights in dealing with utility companies. We then inspect your agreements from a customer perspective to make sure service is delivered as expected. Along the way, we work closely with all parties to ensure compliance.

4. Tax App Suite
Azavar Government Solutions has developed a suite of applications to help municipalities reduce cost while providing efficiencies to help improve business bottom line. Our Locally Administered Tax App (LATA) is a streamlined tool designed to help municipalities receive tax filings and payments from businesses. You can also analyze sales tax remittance using our Sales Tax application (STA). This tool displays month-over-month and year-over-year gaps, as well as trends in sales tax remittance to help budget each year. Our Rebate (UITRA) App offers municipalities an electronic alternative to administer utility rebates to it citizens, as well.

Our Benefits

- No up-front fees or costs; We work on a performance / contingency basis
- Minimal or no time required from your staff
- Streamlined processes and relationships with service providers ensure quick and efficient reviews and tax recovery
- We find errors AND recover lost monies
- Wing-to-wing reviews and newly developed analytics tools designed to help municipalities work smarter instead of harder

Azavar's Unique Solutions

- We compare service addresses from utility lists and the master list while systematically analyzing data and identifying discrepancies
- We provide a financial analysis of tax & gross revenue and reporting, as well as compliance with your laws, contracts, and franchises
- We investigate utility issues, collect past errors, and correct tax coding
- Azavar Government Solutions experts find added tax revenue for your municipality
- State-of-the-Art Suite of Apps that are developed to make sure you receive all owed revenue in the future
- Budgeting tools which help finance personnel identify gaps and trends in remittance

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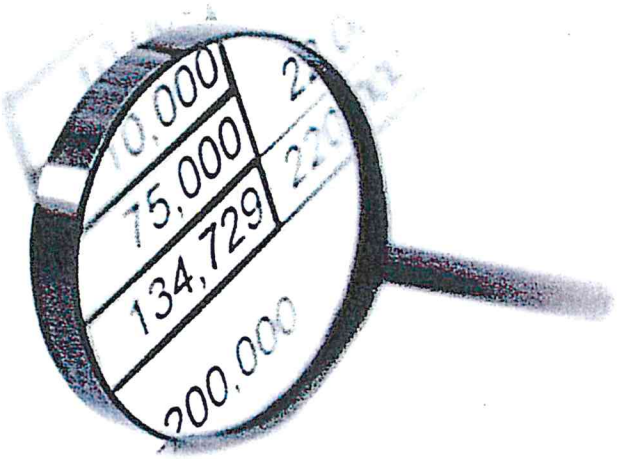
FACT SHEET



Azavar History

Azavar Government Solutions began in 2005 as the Azavar Municipal Utility Review Program, a division of Azavar Technologies. Our review program grew quickly, spinning off as Azavar Audit Solutions, Inc. and, subsequently, Azavar Government Solutions, Inc. in 2017. Headquartered in Chicago, Azavar Government Solutions serves a large client base of government (municipal) organizations, recovering millions of dollars for our clients each year.

Purpose

Azavar Government Solutions, Inc. helps communities increase accountability to optimize their tax revenue and collections. Azavar's review process improves performance for government organizations by lowering expenses as part of our utility, telecom, sales tax, F&B, and hotel/motel review programs.

About Us

At Azavar Government Solutions, we approach reviews from a comprehensive, electronic, and programmatic perspective, analyzing millions of pieces of data per organization.

Our Experts:

- Find all errors by thoroughly reviewing data in its entirety – not just random samplings of statistical analysis
- Utilize proprietary technology to efficiently complete reviews
- Execute an exclusive approach that maximizes findings for our clients
- Have over 100 years of utility review experience combined
- Serve more than 150 municipal clients and counting

Recognized professionals in pioneering our unique review process, Azavar Government Solutions sets the standard for accountability and collections.

Representative Clients:

- **Beach Park**
- **Collinsville**
- **Des Plaines**
- **Hanover Park**
- **La Salle**
- **Plainfield**
- **Rockford**
- **Westmont**

COMPANY INFORMATION
Azavar Government Solutions, Inc.

FOUNDED
2005

PRODUCTS
Municipal Revenue Reviews
Utility & Telecom Cost Reviews
Local Administered Tax Application

TEAM MEMBERS
26 and growing

CONTACT INFORMATION
Azavar Government Solutions, Inc.
55 E. Jackson Blvd.
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Chicago, IL 60604

www.azavaraudit.com
Phone: 312.583.0100
Fax: 312.583.0200

AZAVAR®
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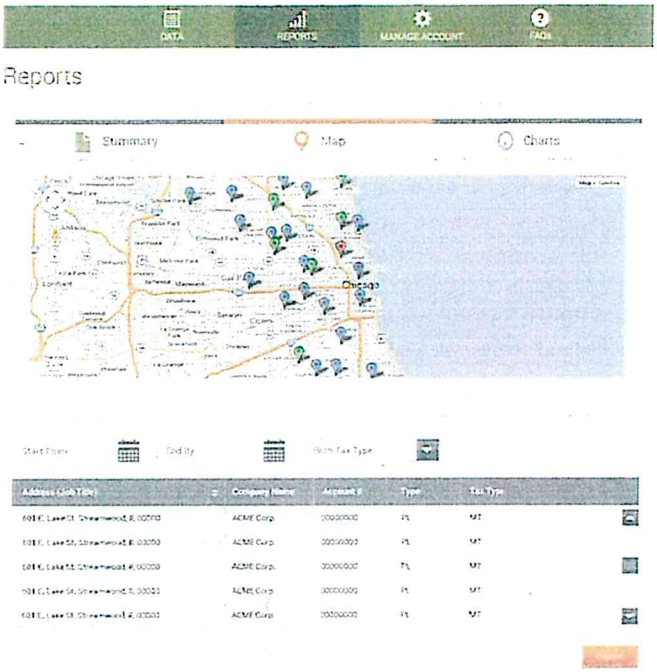
Municipal Revenue Review

What Is a Municipal Revenue Review as Conducted by Azavar Government Solutions, Inc.?

Through our municipal transactional tax and revenue reviews, you receive a comprehensive analysis of all tax receivables remitted to your organization by service providers, including but not limited to:

- Utility tax (electric and gas)
- Telecommunications tax
- Cable franchise fees
- Sales tax
- Local use taxes & fees
- Food & Beverage tax
- Hotel/Motel tax
- Amusement tax



We complete your review using our own resources while providing you with a contingency payment model.
Your municipal revenue review includes:

1. An Exclusive Geographic Analysis

- We use state-of-the-art geographic information systems (GIS) to analyze all customers in your local jurisdiction
- Our experts employ advanced database software and advanced data-mining technology

2. Technical Expertise

- We utilize industry-leading software to uncover outdated technologies and wasteful practices
- Our experts utilize proprietary reviewing software while employing advanced data-mining technology

3. Strategic Relationships with Service Providers

- Our relationships foster communication, compliance, and accountability
- We facilitate franchise negotiations to meet local needs while protecting your community's property and purse

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**Testimonials and financial results may not be representative of other clients' experiences and, therefore, do not guarantee future performance nor success.*

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AZAVAR GOVERNMENT SOLUTIONS

CASE STUDY

Municipal Revenue Review

Town of Normal

Town of Normal Recovers Over $60,000 Per Annum

Azavar Government Solutions finds and corrects address errors, revealing instances in which utility taxes were not properly collected and remitted.

Prudent Financial Management and Long-Term Planning for the Town of Normal
The Town of Normal has survived the Great Recession, with its after-effects still being felt across the country. The Town has been careful in its pursuit of policies pertaining to conservative financial management and long-term planning. This cautious approach helps to protect funding flexibility for infrastructure and public service provisions. Such an approach also helps to absorb inevitable economic setbacks, such as the closure of the Town's Mitsubishi Motors' plant in 2016.

Despite financial constraints, the Town has secured stable operating margins and fund balance levels. An important aspect of its prudent financial strategy has been the monitoring of tax and fee income. This helps to ensure taxes are accurately assessed and collected across the board.

The prosperous, largely white-collar Town of Normal is a mere two-hour drive between Chicago, St. Louis, and Indianapolis. The Town has seen rapid growth since being founded in 1854. As of the 2010 US Census, the Town of Normal had a population of 52,497.

The Town is home to the main campus of Illinois State University, where many Town residents are employed. As the Town's train service and station facilities improve, tourism, conference venues, and business travel should all expand. The Town has been dubbed 'EV Town' because of its incentives for using the electric car. Redevelopment in the Town of Normal continues to attract young professionals, and the community was recently voted one of the top ten 'Best Places for Millennial Job Seekers in the Midwest'.

Despite its progress and promise, Town managers did not know if revenues were being accurately assessed and collected. Also, Town officials had no way of learning such information. With no preexisting evidence, utility companies seemed unwilling to provide such information. Also, Town staff members lacked the time and technical skills necessary to perform an in-house investigation.

Being unable to perform its own comprehensive analysis, the Town engaged Azavar Government Solutions to conduct a tax revenue review. Azavar Government Solutions' team of experts used specialized software to search through address records while collecting reams of data. Azavar also advised Town managers on how to obtain key information from its utility companies. Azavar Government Solutions recovered significant past-due revenues from the Town's gas and electricity utility providers, while verifying, without charge, that its sales tax receipts were correct.

On top of recovered back taxes, Azavar's address corrections continue to **yield $5,122.08** per month in recovered revenues. These gains help support to the economic stability of the Town, which earned an AAA rating from Fitch ratings in February of 2016.

"Their contingency fee structure meant that it was a no-risk proposition for us: we would share any savings or new revenue that we realized, but if nothing was discovered, we would not owe them anything for their services. I highly recommend the services of Azavar Government Solutions as a risk-free means for other municipalities to ensure the complete and equitable collection of taxes and franchise fees." -Chris Koos, Mayor, Town of Normal

AZAVAR GOVERNMENT SOLUTIONS

Sales Tax & Address Reviews

The Recover Past, Present, and Future Tax Income

Your municipality must make sure it is receiving all owed revenue from taxpayers and other sources. Azavar Government Solutions' expertise in electronic reviews has helped returned millions of dollars to local government clients.

Sales Tax Reviews

Local governments across the country have been recovering lost income through professional revenue reviews of utility, telecom, and cable fees and taxes. However, did you know that lost revenue from sales taxes can be uncovered as well?

Azavar Government Solutions helps municipalities enhance their revenues by reviewing consumption-based taxes, including the general sales tax and excise taxes (such as the use tax), taxes on hotel occupancy, motor fuels, alcohol and tobacco sales, and food and beverage.

Which Businesses Sell in Your Community?

Currently, 45 states require retailers to add sales tax to transactions conducted within the respective state. However, it can be challenging to track the monies due from sales taxes, and to track the businesses that are or should be remitting such taxes. Many municipalities simply don't have the resources necessary to monitor all local business development, shifting community boundaries, and changes in address data relative to state or business address lists.

With the explosion of Internet commerce, the situation has grown in complexity. According to a recent article in the *Wall Street Journal*, state and local governments stand to lose over $10 billion in sales taxes not collected by web retailers. As a result, many states have brought in legislation to address this issue, the so-called "Main Street Fairness Act".

With both online and offline commerce, the question remains: How does a municipality accurately track remittance of sales tax revenues if a taxpayer bases its remittance calculations on incorrect address data?

Revenue Enhancement Through Specialized Address Reviews

It is extremely important to stay current on a growing community's boundary changes, annexations, and other geographic developments. Because of this, Azavar Government Solutions has pioneered geography-based reviews for municipalities. We use specialized geocoding software to parse through millions of data pieces in a matter of hours, identifying errors in geographic databases. This enables us to:

- Standardize the format of address databases used to compute sales tax receipts
- Establish complete address lists
- Correct errors affecting address records
- Document lost revenue and determine owed totals
- Ensure proper precautions are in place to prevent future miscoding of addresses

Azavar Government Solutions clients can utilize the expertise of our strategic partner consultants, who offer more than 100 years of experience in local government reviews. Through teamwork, our clients can achieve and sustain optimal compliance levels of sales tax collection while sharing experiences and best practices.

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ROCK ISLAND
ILLINOIS

City of Rock Island Recovers $133,000+ in Past Due Cable Fees and Taxes

Azavar Audit Solutions helps Rock Island maximize City revenues through specialized address audits.

Enhancing Revenues for City of Rock Island

Located on the banks of the Mississippi River 85 miles east of Cedar Rapids, the City of Rock Island, Illinois is one of the 'Quad Cities' that straddle the border between Illinois and Iowa. It had strategic importance in the 1800s when the Chicago and Rock Island Railroad built the first bridge over the Mississippi, bringing industrial investment to the area. Rock Island became a major center for military weapon manufacturing. Today, the Rock Island Arsenal remains the largest single employer in the City.

Rock Island Fights Back Against Sluggish Economy

Recently, Rock Island endured an urban blight movement that characterized much of the 1970s and 1980s, As a result of the nationwide recession, businesses disinvestment and unemployment became increasingly prevalent while population significantly shrunk.

The City countered with a program of new construction, community development, and green initiatives to help create opportunities for businesses while improving services for residents.

"Our main focus will continue to be keeping Rock Island in great financial shape with an extremely strong focus on economic development. Even though the past few years have been financially challenging for many cities and states, Rock Island continues to have a AA credit rating, a balanced budget, we pay our bills on time; we have a 90-day reserve and watch our expenses closely."

-Mayor Dennis E. Pauley, State of the City Address 2013

Maximizing Revenues to Aid Recovery

Facing tough decisions in conjunction with a post-downturn economy, the City of Rock Island must make sure it receives all owed revenue, such as utility franchise fees / taxes and sales taxes. Knowing the benefits that neighboring communities enjoyed while working with Azavar Audit Solutions, the City requested various audits to help maximize municipal revenues.

"We knew Azavar Audit staff from Illinois City and County Managers Association (ILCMA) conference meetings, and we also knew that many cities had already derived significant financial benefit from their services, and that the company has the positive reputation of getting good results for municipalities."

-John Thorson, Administrative Services Director, City of Rock island

Azavar Audit's Expertise in Address Audits

Our address audit expertise provides a unique combination of technological skills and experience. We offer an alternative service delivery approach to municipalities, allowing them to maximize their revenues without having to devote time and energy to a complex task. We initially used our proprietary address audit software to see if Rock Island was receiving all owed utility taxes from electric and gas utilities. We found numerous errors and **returned $6,000 per annum** to the City.

AZAVAR®
GOVERNMENT SOLUTIONS

Cable Franchise Fee Revenue & Contract Compliance Reviews

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AZAVAR GOVERNMENT SOLUTIONS

Cable Franchise Fee Revenue & Contract Compliance Reviews

CASE STUDY

Woodridge Recovers Lost Cable Franchise Fees

Village of Woodridge

Treating taxpayers fairly is a priority for the Village of Woodridge. To ensure a level playing field, accountability must be present with all government activities, especially taxation. This is why the Village of Woodridge has partnered with Azavar Government Solutions, Inc. Following successful gas and electric revenue reviews from Azavar Government Solutions, the Village of Woodridge decided to examine other service providers in the community.

Following successful gas and electric revenue reviews from Azavar Government Solutions, the Village of Woodridge decided to examine other service providers in the community.

The Village of Woodridge holds all their service providers to the same standards as the gas and electric companies reviewed by Azavar Government Solutions.

To ensure equal treatment of all utility providers, Azavar Government Solutions launched a franchise fee revenue and contract compliance review for the Village of Woodridge. This review included a compliance and legal analysis of Woodridge's current franchise agreements with all cable companies serving the municipality.

Using proprietary database technology, data mining technology, and state-of-the-art geographic information systems, Azavar Government Solutions performed a comprehensive geographic analysis of all cable customers within the Village of Woodridge, ensuring the proper receipt of all revenues.

Azavar Government Solutions developed a key strategic relationship with Comcast, a cable provider serving the Village of Woodridge, ensuring that all parties were maintaining accountability within their business practices.

Through their comprehensive review, Azavar Government Solutions' professional analysis team **recovered over $40,000** in franchise fee revenue for the Village of Woodridge.

To learn how Azavar Government Solutions can produce similar results for your organization, contact Tom Fagan at **312.517.3723** or email him at **TFagan@Azavar.com**.

"Azavar Government has been instrumental in our success. Woodridge has been able to continue increasing services to our residents while decreasing our property tax rate."

-Mayor William Murphy, Village of Woodridge

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What Is a Utility & Telecom Cost Review as Conducted by Azavar Government Solutions, Inc.?

A utility & telecom cost review by Azavar Government Solutions will determine if your monthly costs coincide with what should be spent on service providers, including but not limited to:

- Electric
- Gas
- Telecommunications
- Water

We complete your review using our own resources while providing you with a contingency payment model. Your utility expense review includes:

1. Contract Analysis
   - We determine if appropriate services are offered at a predetermined rate
   - Our team discovers the best possible market rates for your services, either through your current service provider or a competitor

2. Technical Expertise
   - We utilize industry-leading software to uncover outdated technologies and unneeded billable items
   - Our experts follow proprietary reviewing methodologies while employing advanced data-mining technology to determine any over-payments

3. Strategic Relationships with Service Providers
   - Our relationships ensure communication, compliance, and accountability
   - We facilitate franchise negotiations to meet local needs and protect your community's property and purse

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AZAVAR®
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CASE STUDY

Utility & Telecom Cost Review

THE CITY OF ROCKFORD ILLINOIS, USA

Success for the City of Rockford

Rockford, a city of more than 150,000 residents, has experienced significant change and growth over the past decade. To coincide with this growth, the city wanted to optimize its management of utility expenses, including city-wide telecommunication expenses.

City officials knew they would require assistance in implementing increased monthly cost savings on such a large scale. Determined to add funds to the monthly budget without shifting the burden to taxpayers, Rockford partnered with Azavar Government Solutions, Inc.

Azavar Government Solutions collaborated with the City of Rockford in executing a utility and telecom cost review. Through this proprietary review program, Azavar Government Solutions determined if Rockford's actual monthly costs were consistent with what should have been spent on service providers.

Throughout the review, Azavar experts scrutinized Rockford's accounts payable, revealing all billing errors on behalf of the City's major electric and telecommunications providers.

After working through millions of data pieces, Azavar Government Solutions found several instances in which Rockford overpaid service providers. In each case of overpayment, Rockford's service providers had made the billing error(s).

Azavar Government Solutions not only uncovered the billing mistakes, but also worked with the service providers to collect the funds owed to the City. Thus far, Azavar Government Solutions has **recovered more than $75,000** for the City of Rockford.

Once the revenue was rightfully returned to the city's budget, Azavar Government Solutions facilitated negotiations to ensure accountability, compliance, efficient procedures, and overall higher standards for future taxpayers.

To learn how Azavar Government Solutions can produce similar results for your organization, contact Tom Fagan at **312.517.3723** or email him at **TFagan@Azavar.com**.

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AZAVAR®
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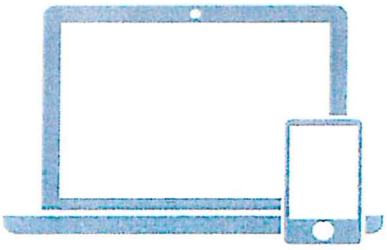
Automating Local Taxes

Our Technology



1) THE LOCALLY ADMINISTERED TAX APP THE LOCALLY ADMINISTERED TAX APPLICATION CAN TRIM WEEKS OFF THE TIME IT TAKES TO ACCESS TAX REVENUE COLLECTED FROM RESTAURANTS BARS, AND HOTELS.

Locally Administered Tax Application (LATA)

Sales Tax Application (STA)

2) THE SALES TAX APP HELPS YOUR MUNICIPALITY EFFICIENTLY COLLECT ALL OWED SALES TAX REVENUE.

3) THE UTILITY TAX REBATE APP INCREASES ACCURACY, TRANSPARENCY, ACCESSIBILITY, AND SECURITY THROUGHOUT THE UTILITY TAX REBATE PROCESS.

Utility Tax Rebate Application (ULTRA)

"Computerizing the collection of food and beverage taxes would provide useful data for the city. Azavar will help zoom us up 15 years. Right now, it's all on paper

-Finance Director James Ghedotte, City of Joliet
mySuburbanLife.com

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AZAVAR®
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CASE STUDY
Municipal Revenue Review

Village of Plainfield Unearths $141,000+ Annually in New Revenues

Azavar Government Solutions finds and corrects errors, including overcharges, by utility providers.

Rebuilding Community in Wake of Disaster

Though a small rural community, Plainfield has endured significant drama in recent history. On August 28, 1990, the Village was hit by an F5 tornado, causing 29 deaths and hundreds of injuries while destroying property along the way. Plainfield was determined to rebuild the community, restoring its historic Downtown area, helping to develop the Lincoln Highway, and promoting environmentally friendly 'Green Village' ordinances and programs.

Today, people are continually drawn to Plainfield as a vibrant community with a small-town feel. Attractions include picturesque neighborhoods, quaint shops, and excellent services, such as the Edward Plainfield Medical Campus. Several areas of farmland have been sold, allowing for new residential subdivisions.

Village Officials Demonstrate Sound Financial Management

Responsible financial management has helped the Village successfully rebuild prosperity while greatly expanding its residential areas.

"Plainfield was $4.4 million in debt when I took office, and now we are $600,000 in the black ... Average residents pay $1.47 per day for Plainfield services. We still maintain a AA S&P bond rating, which indicates we are stable."

-Mayor Michael Collins, 2013 State of the Village Address

Plainfield's managers and locally elected officials are accountable for the proper management of Village funds. Therefore, management understands that properly run government requires fair, accurate collection of fees and taxes across all taxpayers. These principles are especially important in a municipality with continuous burgeoning growth as new parcels of land are annexed for development.

Azavar Government Solutions Returns More Than $141,000 Annually to Plainfield

Having readdressed its entire community following a devastating natural disaster, Plainfield sought Azavar Government Solutions to review the coding of taxable addresses. Our team of experts examined address databases, discovering and correcting more than 160 errors. Thus, new annual revenue had been returned to the Village.

The Village is both a taxing authority and a customer of its utility providers. Accordingly, the Azavar Government Solutions team conducted cost reviews of the Village's utility bills. We once again found and returned monies owed to the Village due to overcharging by utility providers.

Azavar Government Solutions reviewed Plainfield's income from utility fees and taxes, discovering mistakes in the computation of its natural gas utility taxes. We corrected these errors and assisted in the collection of past due sums. In total, Azavar Government Solutions **returned more than $141,000 per year** in new revenues to the Village of Plainfield. Along the way, we helped the Village enhance their revenues and maintain services without levying new taxes on their residents.

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

	Premium		Premium		Premium
195 - Employees	$294,436.63	86 Advantage Plan Retirees	$22,679.60	0 - COBRA Participant	$0.00
3 FF Duty Disability	$4,941.96	21 Retirees	$20,828.85	**Monthly Total**	**$0.00**
8 Police Duty Disability	$14,186.60	**Monthly Total**	**$43,508.45**		
4 Incentive	$4,283.61			15 - Library Employees	$16,001.94
	$317,848.80			**Monthly Total**	**$16,001.94**

May 2018 Total $374,563.82
May 2019 Total $377,359.19

May 2019 Worker's Compensation Injuries

Dept.	DOI	Claim Description
Fire	5/3/2019	Lower back pain removing dummy from seat during training - Treatment & 12 Days missed
Mass Transit	5/28/2019	Laceration to R ring finger while closing engine compartment door on bus - Treatment & 9 Days Restricted Duty
Police	5/15/2019	Abrasion to left forearm from jumping over chain link fence after suspect - No Treatment or Time Lost
Sewer	5/29/2019	Lower back pain pulling transporter out of manhole w/o assistance - Treatment - No Time Lost
Streets	5/6/2019	Debris in L eye from dust when equipment door closed while exiting - Treatment - No Time Lost
	5/6/2019	L hand pain pulling himself onto side of bucket truck - No Treatment - No Time Lost
	5/20/2019	L knee pain after stepping off truck tailgate onto a broken curb - No Treatment - No Time Lost
	5/26/2019	Poison ivy to face, neck and arms after exposure while clearing fallen trees - Treatment - No Time Lost
CVM	5/2/2019	Laceration to L middle finger when struck with hammer while removing seat - Treatment - 7 Days Restricted Duty
	5/20/2019	L elbow and arm pain lifting a tire w/o assistance - Treatment - Currently Working Restricted Duty

Year to Date - 29 Reported Work Comp. Injuries - 0 Denied As Not Work Related - $22,866.74 Medical Paid

0 - HPGC	1 - Mass Transit	5 - Police	1 - Sewers	6 - Streets
10 - Fire Dept.	1 - Parks	4 - CVM	1 - Solid Waste	

2018 - 7 W/C Cases Reported in May 2018 - 63 Reported in 2018 & $152,468.51 Medical Paid

May 2019 Liability Claims Submitted To Insurance

Dept.	Date	Claimant	Cost	Liable Party	Description
City	5/17/2019	City	Awaiting Assessment	N/A	Multiple City property damaged during severe storm with hail
	5/23/2019	City	Awaiting Assessment	N/A	Multiple City property damaged during severe storm with high winds
	5/26/2019	City	Awaiting Assessment	N/A	Multiple City property damaged during severe storm with high winds
Sewer	5/8/2019	City	Awaiting Estimate	City	Tree limb wedge against window while moving bucket breaking Kubota window
	5/8/2019	City	Awaiting Estimate	City	Kubota bucket struck mailbox breaking post while unloading wood onto a truck
Streets	5/1/2019	Albright	$0	Denied	Original muffler fell off when 2003 Chevy Cavalier struck pothole in alley
	5/1/2019	Unknown	$0	N/A	Inebriated resident stumbled to close to truck and was struck with a shovel handle
	5/19/2019	Liggins	$0	Denied	Damaged driver's side tire & rim from pothole on Williams St.
	5/23/2019	Davis	$0	Denied	Tree from easement fell on rental house during severe storm
	5/23/2019	Wilcon	$0	Denied	Tree limbs from Garfield park fell on garage & house roof during storm

Year to Date - 38 Claims Submitted to City - 3 To Be Paid by Other People or Ins. Companies - 16 Denied Claims

$5,687 Denied by our insurance carrier	1 - HPGC	2 - Parks Dept.	3 - Sewer Dept	1 - CVM
$16,337 Claims City or Ins Co. paid	0 - Fire Dept.	10 - Police Dept.	2 - Solid Waste Dept.	
$6,451 To Be Paid by Other Party	0 - Mass Transit	1 - Code Enforc	18 - Streets Dept.	

2018 - 7 Liability Cases Reported in May 2018 - 84 For the Year

10-B-1

Jamie White, Payroll & Personnel Manager

CITY OF DANVILLE ~ PERSONNEL REPORT

10-B-2

	3/26/19	4/23/19	5/28/19	6/25/19
Salaried	160	159	158	160
Hourly	65	65	64	65
Extra Board	2	3	2	3
	227	227	224	228

Employees eligible for benefits -	228
P-T/Seasonal/Temp/Interns-	49
(Recap Below)	277

Department Totals	3/26/19	4/23/19	5/28/19	6/25/19
Public Affairs Clerk's Office	2	2	2	2
Public Affairs Finance	6	6	7	7
Public Affairs Information Technology	1	1	2	2
Public Affairs Legal Office	2	2	2	2
Public Affairs Mayor's Office	2	2	2	2
Public Affairs Personnel Office	1	1	1	1
Public Affairs Treasurer's Office	1	1	1	1
Environmental Code Enforcement	4	4	3	3
Community Develop. - BG	1	1	1	1
Community Development	10	9	7	8
Public Development-DATS	0	0	0	0
Public Safety Fire	45	45	45	45
Public Safety Police	70	69	69	70
Public Transportation	28	29	28	29
Public Works Central Veh. Maint.	4	4	4	5
Public Works Downtown Services	1	1	1	1
Public Works Golf Course	2	2	2	2
Public Works Parks-Public Prop.	7	7	7	7
Public Works Sewer	14	15	15	15
Public Works Solid Waste	15	15	14	15
Public Works Streets	11	11	11	10
	227	227	224	228

Division Totals	3/26/19	4/23/19	5/28/19	6/25/19
CDBG	1	1	1	1
Community Dev.	10	9	7	8
DATS	0	0	0	0
Env. Code Enf.	4	4	3	3
Public Affairs	15	15	17	17
Public Safety	115	114	114	115
Public Transport	28	29	28	29
Public Works	54	55	54	55
	227	227	224	228

NEW HIRE

Community Development	06/24/19	1	Engineering and Grants & Planning Adm. Secretary
Public Safety Police	06/18/19	1	Police Officer
Public Transportation	06/03/19	1	Extra Board Driver
Public Transportation	06/05/19	1	Extra Board Driver
Public Works Central Veh. Maint.	05/28/19	1	Mechanic-In-Training
Public Works Solid Waste	06/18/19	1	Laborer

SEPARATIONS

Public Transportation	06/06/19	1	Extra Board Driver - Resigned
Public Works Streets	06/05/19	1	Laborer - Discharged

TRANSFERS

Open Positions:

- ~ Extra Board Drivers-On Going
- ~ City Electrician
- ~ Grants & Planning Manager

PART-TIME BREAKDOWN

Community Develop. - BG	1	Auxiliary	(Rehabilitation Specialist)
Harrison Park	10	Seasonal	(10-Auxiliary Laborers)
Parks/Public Prop	13	Seasonal	(13-Auxiliary Laborers)
Public Affairs Information Tech.	1	Part-Time	(Intern)
Police	2	Part-Time	(1-Investigator, 1-FOIA Officer)
Public Pool	16	Seasonal	(2-Cashiers, 11-Lifeguards, 1-Maintenance, 2-Managers)
Public Transportation	4	Part-Time	(1-Utility Worker, 2- Part-Time Driver, 1- Part-Time Dispatcher)
Urban Services	2	Seasonal	(1-PT Prof., 1-Plumbing/Mechanical Inspector)
	49		

11-A-1

DANVILLE FIRE DEPARTMENT

DFD Incident Type Report (Summary)

Alarm Date Between {05/01/2019} And {05/31/2019}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	5	1.74%	$63,500	64.01%
113 Cooking fire, confined to container	2	0.70%	$0	0.00%
130 Mobile property (vehicle) fire, Other	1	0.35%	$5,500	5.54%
131 Passenger vehicle fire	1	0.35%	$5,200	5.24%
142 Brush or brush-and-grass mixture fire	1	0.35%	$0	0.00%
151 Outside rubbish, trash or waste fire	2	0.70%	$0	0.00%
162 Outside equipment fire	1	0.35%	$25,000	25.20%
	13	**4.53%**	**$99,200**	**100.00%**
2 Overpressure Rupture, Explosion, Overheat(no fire)				
251 Excessive heat, scorch burns with no ignition	2	0.70%	$0	0.00%
	2	**0.70%**	**$0**	**0.00%**
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	96	33.45%	$0	0.00%
3111 Medical Assist, assist EMS crew lifting a patient	1	0.35%	$0	0.00%
321 EMS call, excluding vehicle accident with injury	76	26.48%	$0	0.00%
322 Motor vehicle accident with injuries	3	1.05%	$0	0.00%
324 Motor Vehicle Accident with no injuries	5	1.74%	$0	0.00%
353 Removal of victim(s) from stalled elevator	1	0.35%	$0	0.00%
	182	**63.41%**	**$0**	**0.00%**
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	4	1.39%	$0	0.00%
424 Carbon monoxide incident	2	0.70%	$0	0.00%
441 Heat from short circuit (wiring), defective/worn	1	0.35%	$0	0.00%
442 Overheated motor	4	1.39%	$0	0.00%
444 Power line down	2	0.70%	$0	0.00%
445 Arcing, shorted electrical equipment	3	1.05%	$0	0.00%
	16	**5.57%**	**$0**	**0.00%**
5 Service Call				
531 Smoke or odor removal	2	0.70%	$0	0.00%
551 Assist police or other governmental agency	2	0.70%	$0	0.00%
553 Public service	1	0.35%	$0	0.00%
561 Unauthorized burning	2	0.70%	$0	0.00%

DANVILLE FIRE DEPARTMENT

DFD Incident Type Report (Summary)

Alarm Date Between {05/01/2019} And {05/31/2019}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
	7	2.44%	$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	4	1.39%	$0	0.00%
611 Dispatched & cancelled en route	18	6.27%	$0	0.00%
622 No Incident found on arrival at dispatch address	2	0.70%	$0	0.00%
631 Authorized controlled burning	4	1.39%	$0	0.00%
651 Smoke scare, odor of smoke	6	2.09%	$0	0.00%
652 Steam, vapor, fog or dust thought to be smoke	1	0.35%	$0	0.00%
661 EMS call, party transported by non-fire agency	2	0.70%	$0	0.00%
671 HazMat release investigation w/no HazMat	3	1.05%	$0	0.00%
	40	13.94%	$0	0.00%
7 False Alarm & False Call				
713 Telephone, malicious false alarm	2	0.70%	$0	0.00%
731 Sprinkler activation due to malfunction	1	0.35%	$0	0.00%
733 Smoke detector activation due to malfunction	1	0.35%	$0	0.00%
734 Heat detector activation due to malfunction	1	0.35%	$0	0.00%
735 Alarm system sounded due to malfunction	7	2.44%	$0	0.00%
736 CO detector activation due to malfunction	1	0.35%	$0	0.00%
741 Sprinkler activation, no fire - unintentional	2	0.70%	$0	0.00%
743 Smoke detector activation, no fire - unintentional	5	1.74%	$0	0.00%
745 Alarm system activation, no fire - unintentional	5	1.74%	$0	0.00%
	25	8.71%	$0	0.00%
8 Severe Weather & Natural Disaster				
812 Flood assessment	1	0.35%	$0	0.00%
813 Wind storm, tornado/hurricane assessment	1	0.35%	$0	0.00%
	2	0.70%	$0	0.00%

Total Incident Count: 287 **Total Est Loss:** $99,200

12-A-1

Rickey Williams, Jr., Mayor

June 25, 2019

Human Relations Department
Sandra R. Finch, Administrator
Status Report
(Complaint Cases during May 21, 2019 – June 17, 2019)

POLICE COMPLAINTS
10 (Closed: 2 Cases)

EMPLOYMENT COMPLAINTS
10

COMPLAINTS AGAINST CITY EMPLOYEES
1

HOUSING COMPLAINTS
6 (Closed: 2 Cases Resolved, 3 No-Basis Cases)

PUBLIC ACCOMMODATION COMPLAINTS
0

TOTAL NUMBER OF COMPLAINTS
27

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
6.) Community Day: July 14, 2019@Lincolin Park from 2:30 p.m.to 4:30 p.m.

17 W. Main Street ◆ Danville, IL 61832 ◆ General Offices (217) 431-2200 ◆ Mayor's Office (217) 431-2400 ◆
Fax (217) 431-2237 www.cityofdanville.org

14-A

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 96 OF THE CITY CODE PERTAINING TO INTOXICATING LIQUOR

WHEREAS, Chapter 96 contains the provisions regarding liquor licenses issued by the City; and,

WHEREAS, certain liquor licenses allow for video gaming on the licensed premises; and,

WHEREAS, the operation of the premises and its revenue should be consistent with the particular license issued by the City; and,

WHEREAS, Chapter 96 should be clarified with regard to the nature of the license and the revenue generated by the licensed premises.

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

SECTION 1: Chapter 96 shall be amended as follows, with underlining being additions and strikethroughs being deletions:

§ 96.22 ~~(RESERVED)~~GAMING REVENUE.

For any license issued under this chapter that allows for video gaming on the licensed premises, the revenue the license holder may generate from video gaming shall not exceed 49% of the license holder's total gross revenue.

SECTION 2: This amendatory Ordinance shall be effective immediately upon 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

16-A

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY FOR FUNDING THE DEMOLITION OF TARGETED PROPERTIES THRU THE ABANDONED PROPERTY PROGRAM

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 is currently administering a program funded by foreclosure filing fees that can provide financial resources to assist communities with neighborhood improvement, greening and redevelopment; and

WHEREAS, the City of Danville has focused past demolition programs on the East Main Street corridor area in order to reduce blighted properties in this area; and

WHEREAS, along the East Main Street corridor and in the neighborhoods adjacent to that corridor the City has identified a small number of properties that are currently vacant, blighted, abandoned, under city ownership, and ready for demolition; and

WHEREAS, the City submitted an application for funding through this program to assist with demolishing of abandoned properties in the East Main Street corridor area; and

WHEREAS, this resolution serves to support this effort and as assurance from the City of Danville to document its commitment to completing the project as indicated in the grant applications; and

WHEREAS, the Illinois Housing Development Authority has awarded $33,400 through its Abandoned Property Program Round 4 to allow for the 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 Abandoned Property 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 Abandoned Property Program including entering into an agreement with IHDA 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 June, 2019 with ___ Ayes, _____ Nays and __ Absent.

Approved:

By: _____
Mayor

ATTEST:

By: _____
City Clerk