



Scott Eisenhauer, Mayor

****REVISED ****

**NOTICE AND AGENDA
PUBLIC WORKS COMMITTEE MEETING**

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

Tuesday, May 10, 2016 – 6:00 PM

1. Call to Order – Roll Call
2. Approve Minutes
3. Approve Agenda
4. Audience Comments
 - A. Public Hearing for Petition to Vacate East-West Alleyway near 308 Delaware Avenue for John and Sharon Pickering
5. Chairman's Comments
6. Approve Payrolls
7. Approve Vouchers Payables
8. Finance – Gayle Lewis, Comptroller
 - A. Resolution: Authorizing Budget Amendment in Central Vehicle Maintenance (012)
 - B. Resolution: Authorizing Budget Amendment in City Clerk Division (018)
 - C. Resolution: Authorizing Budget Amendment in Danville Mass Transit (113)
 - D. Items of Information
9. Danville Area Transportation Study (DATS)
 - A. Items of Information
10. Urban Services – David Schnelle, Director
 - A. Resolution: Awarding Bid #552 for Lynch Road Special Service Area Detention Basins
 - B. Resolution: Awarding Bid #557 for 2016 Seal Coat Program (additional paperwork at meeting)
 - C. Resolution: Appropriating MFT Funds for Voorhees Street Bridge Over Stoney Creek
 - D. Resolution: Approving Construction Engineering Services
 - E. Resolution: Approving Engineering Agreement for Koehn Creek Sanitary Sewer Interceptor Repair

PUBLIC WORKS COMMITTEE

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- F. Ordinance: Authorizing Vacation of East-West Alleyway near 308 Delaware Avenue for John and Sharon Pickering
- G. Ordinance: Approving Acquisition of 932 N. Gilbert Street
- H. Resolution: Approving Stormwater Master Plan (paperwork at meeting)
- I. Items of Information
 - 1. H&L Landfill Update
 - 2. NPDES – Stormwater Management Update
 - 3. Project Updates

- 11. Public Transportation – Lisa Beith, Director
 - A. Items of Information
 - 1. Monthly Recap for April 2016

- 12. Public Works – Doug Ahrens, Director
 - A. Resolution: Approving Purchase of Hydraulic Excavator
 - B. Items of Information

- 13. Closed Session

- 14. Committee Members' Comments

- 15. Adjournment

PAYROLL REPORT					
WEEKLY & MONTHLY					
FOR PERIOD ENDING:	05/03/2016	CHECK DATE	05/06/2016		
	REGULAR		OVERTIME		TOTAL
DEPARTMENT	PAY		PAY		PAY
CENTRAL VEHICLE MAINTENANCE	2,685.64		-		2,685.64
PUBLIC AFFAIRS - MONTHLY	2,700.00				2,700.00
ENVIRONMENTAL CODE ENFORCEMENT	1,180.00		-		1,180.00
POLICE DEPARTMENT	1,089.91		-		1,089.91
STREETS DEPARTMENT	13,027.09		994.52		14,021.61
PARKS & PUBLIC PROPERTY	8,993.46		562.23		9,555.69
MUNICIPAL POOL	-		-		-
DOWNTOWN SERVICES	76.50		-		76.50
MASS TRANSIT	15,645.02		1,358.83		17,003.85
HARRISON PARK	2,105.58		316.58		2,422.16
SANITARY SEWER	9,151.72		54.55		9,206.27
SOLID WASTE	13,866.89		36.19		13,903.08
TOTAL	70,521.81		3,322.90		73,844.71
BREAKDOWN OF PARKS OT:					
REGULAR OVERTIME - 51002	562.23				
Maintenance of Buildings - 52011	-			TOTAL	73,844.71
TOTAL PARKS OT	562.23				

City of Danville

DANVILLE, ILLINOIS

SCHEDULE OF VOUCHERS PAYABLE

SUMMARY

May 10, 2016

DISTRIBUTIONS

General Fund (001)		\$52,109.14
Central Vehice Maint. (012)	\$11,911.65	
Environmental Code (014)	\$1,306.92	
Gen. City Gov. (015)	\$852.00	
Legal Services (017)	\$3,363.58	
Personnel & Human Relations (019)	\$105.00	
Information Technology (020)	\$737.22	
Police (021)	\$9,659.27	
Fire (022)	\$4,682.78	
Streets (031)	\$4,028.72	
Parks & Public Prop. (051)	\$11,441.40	
Pool (052)	\$2,559.36	
Central Services (053)	\$846.99	
Engineering & Urban Ser. (060)	\$614.25	
Motor Fuel Tax (103)		33,556.98
State Narcotic Forfeiture (104)		24.00
Storm Water Drainage (109)		907.50
Danville Mass Transit (113)		\$837,990.20
Danville Area Transportation Study (116)		\$18.48
Tax Increment Financing - West Gate (119)		\$2,490.66
Capital Improvements (302)		\$190.00
Harrison Park Golf Course (401)		\$465.99
Sewer (402)		\$120,691.42
Solid Waste Management (405)		\$28,949.97
Health Insurance (501)		\$359,440.00
Group Life Insurance		\$4,262.39
Total		<u><u>\$1,441,096.73</u></u>

COMPTROLLER

DATE

MAYOR

DATE

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR MAY 10, 2016

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-012-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	Tire Repair	04/27/2016	102674	22.00
001-012-00-52099 - Other Contractual Services	4028 - BRANDON WHITE	Reimb for ASE Recertification	04/28/2016	102609	221.00
001-012-00-53015 - Materials to Maintain Vehicles	1492 - TRACTOR SUPPLY CREDIT PLAN	Supplies for F350 & Mowers	04/01/2016	102664	199.98
001-012-00-53016 - Materials to Maint other Equip	1492 - TRACTOR SUPPLY CREDIT PLAN	Supplies for F350 & Mowers	04/01/2016	102664	89.98
001-012-00-53016 - Materials to Maint other Equip	76 - B & D SALES AND SERVICE	Parts for Cub Cadet Rider	04/28/2016	102604	26.69
001-014-00-53017 - Small Tools & Equipment	76 - B & D SALES AND SERVICE	Toro walk-behind mowers w/48" mower decks	04/29/2016	102604	11,352.00
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	COPIER AGREEMENT	05/01/2016	102628	1,306.92
001-015-00-52099 - Other Contractual Services	29 - AMERICAN LEGAL PUBLISHING COMPANY	PRINTING AND BINDING - 2016 S-50 FOLIO S	03/16/2016	102600	303.00
001-015-00-53002 - Central Purchasing	316 - DANVILLE PAPER & SUPPLY INC	Trash Bags	05/02/2016	102624	49.00
001-015-00-54173 - Real Estate Purchase	4756 - FIRST FINANCIAL BANK NA	RELEASE OF MORTGAGE FOR 302 OAK & 305	05/05/2016	102631	500.00
001-017-00-52020 - Administrative Adjudicary	2186 - MICHAEL J O'BRIEN ATTORNEY AT LAW	MUNICIPAL COURT HEARING OFFICER 12/10	04/27/2016	102646	1,415.00
001-017-00-52101 - Service of Summons	1041 - BRUCE STARK	SERVICE OF SUMMONS	05/02/2016	102612	60.00
001-017-00-52101 - Service of Summons	196 - CHAMPAIGN COUNTY SHERIFFS DEPARTM	SERVICE OF SUMMONS	05/02/2016	102617	39.00
001-017-00-52101 - Service of Summons	196 - CHAMPAIGN COUNTY SHERIFFS DEPARTM	SERVICE OF SUMMONS- 613 AUTUMN FIELD	05/02/2016	102616	52.00
001-017-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	TONER CARTRIDGE	04/27/2016	102602	178.58
001-019-00-52066 - Drug/Alcohol Testing SE	3947 - CARLE	PRE-EMPLOYMENT DRUG TESTING	04/27/2016	102614	105.00
001-020-00-52041 - Telephone	4748 - COMCAST CABLE	TELEPHONE/CABLE	04/23/2016	102622	4.28
001-020-00-52041 - Telephone	5487 - COMCAST BUSINESS	Monthly PRI Charges billing through 4/30/2016	05/01/2016	102621	732.94
001-021-00-51001 - Salaries	643 - SCOTT W TALBOTT	Payment for Services Rendered	05/03/2016	102659	425.00
001-021-00-52025 - Prisoner Meals	5821 - VERMILION COUNTY SHERIFF	Monthly Share Prisoners Meals	05/03/2016	102670	792.00
001-021-00-52051 - Travel, Training and Ex	749 - JANE MCFADDEN	Reimb Gas for Trip to Chicago 5/1/2016	05/03/2016	102638	20.00
001-021-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL - PSB	04/01/2016	102637	1,027.84
001-021-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL - PSB	04/05/2016	102637	827.35
001-021-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL - PSB	04/08/2016	102637	949.17
001-021-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL - PSB	04/19/2016	102637	877.40
001-021-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL - PSB	04/26/2016	102637	1,745.71
001-021-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL - PSB	04/29/2016	102637	912.23
001-021-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL - PSB	04/13/2016	102637	788.78
001-021-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL - PSB	04/15/2016	102637	872.30
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	05/02/2016	102653	258.52
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	05/03/2016	102653	162.97
001-022-00-52016 - Maintenance of Other Equipme	5585 - SUPREME RADIO COMMUNICATIONS INC	ADDITIONAL WORK ON NEW AMPLIFIER	10/29/2015	102662	260.00
001-022-00-52016 - Maintenance of Other Equipme	5585 - SUPREME RADIO COMMUNICATIONS INC	CAMERA SYSTEM INSTALLATION ON MOBII	01/24/2016	102662	780.00
001-022-00-52016 - Maintenance of Other Equipme	5585 - SUPREME RADIO COMMUNICATIONS INC	REPAIR TO STATION #2 SPEAKERS	09/25/2015	102662	463.90
001-022-00-52031 - Electricity	4780 - CONSTELLATION NEWENERGY INC	ELECTRICITY BILLING MAR/APR 2016	04/28/2016	102623	1,118.77
001-022-00-52083 - Dues and Subscriptions	2984 - NFPA	National Fire Code Subscription Service Renewal -	05/04/2016	102648	1,305.00
001-022-00-52083 - Dues and Subscriptions	2984 - NFPA	Subscription Renewal - Fire Department	05/04/2016	102648	175.00
001-022-00-52099 - Other Contractual Services	295 - DTI OFFICE SOLUTIONS	Monthly Maint Agreement	05/01/2016	102628	49.75

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR MAY 10, 2016

001-022-00-53001 - Publication	588 - I & I FIREFIGHTERS ASSOCIATION	Annual Dues for 2016	05/02/2016	102635	100.00
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	Clothing	05/02/2016	102653	300.59
001-022-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	Ink Cartridges for Station #1, #2, #4	05/02/2016	102602	129.77
001-031-00-52031 - Electricity	4780 - CONSTELLATION NEWENERGY INC	ELECTRICITY BILLING MAR/APR 2016	04/28/2016	102623	3,248.54
001-031-00-53007 - Materials to Maintain Streets	1022 - PRAIRIE MATERIAL	Materials for Drive Approach	04/25/2016	102652	360.50
001-031-00-53007 - Materials to Maintain Streets	1022 - PRAIRIE MATERIAL	Materials for Williams & Walnut	04/22/2016	102652	257.50
001-031-00-53008 - Materials to Maintain Blvd Lig	1386 - SHERWIN WILLIAMS	Paint for Electrical Cabinet	04/27/2016	102660	65.67
001-031-00-53008 - Materials to Maintain Blvd Lig	892 - KIRCHNER BUILDING CENTERS	Street Light Cabinet Forms Main & Gilbert	04/28/2016	102642	96.51
001-051-00-52011 - Maintenance of Building	1288 - JOHN LEVERENZ MASONRY INC	Douglas Park Pavilion - labor, materials & equipment	04/27/2016	102640	3,890.00
001-051-00-52011 - Maintenance of Building	5119 - JOHN SHEPHERD PLUMBING	Backflow Testing Winter Softball & Ambucs	05/01/2016	102641	255.00
001-051-00-52031 - Electricity	4780 - CONSTELLATION NEWENERGY INC	ELECTRICITY BILLING MAR/APR 2016	04/28/2016	102623	7,101.44
001-051-00-52099 - Other Contractual Services	2195 - CINTAS CORPORATION #370	Medical Supplies for PW Garage	04/22/2016	102619	188.16
001-051-00-53011 - Materials to Maintain Building	127 - BOTTS LOCKSMITH	Keys for Restrooms - Ellsworth Park	05/02/2016	102608	6.80
001-052-00-53013 - Materials to Maintain Other	1386 - SHERWIN WILLIAMS	INSLX Rubber based pool paint	04/22/2016	102660	2,559.36
001-053-00-52031 - Electricity	4780 - CONSTELLATION NEWENERGY INC	ELECTRICITY BILLING MAR/APR 2016	04/28/2016	102623	824.92
001-053-00-52099 - Other Contractual Services	248 - AQUA IL	Utility Service - 501 Bensyl Ave	04/26/2016	102601	22.07
001-060-00-46035 - Alarm Permits	4799 - MICHAEL KIDWELL	Reimb for Permit - 1006 Skyline	05/02/2016	102647	90.00
001-060-00-52054 - License Fee	323 - AXIOM SERVICES, INC	Microsoft Office Importer for MicroStation	04/29/2016	102603	524.25
001-22063 - Due to Village of Tilton	3695 - VILLAGE OF TILTON ATTN: CITY CLERK	MUNICIPAL COURT FINES FOR APRIL 2016	05/02/2016	102672	250.00
001-22064 - Due to Peer Court	947 - PEER COURT INC	MUNICIPAL COURT FINES FOR MONTH OF A	05/02/2016	102651	92.50
001-22065 - Due to Crimestoppers	3228 - VERMILION COUNTY CRIME STOPPERS AT	MUNICIPAL COURT FINES FOR APRIL 2016	05/02/2016	102669	91.50
001-22066 - Due to Catlin	3306 - CATLIN POLICE DEPT. ATTN: CLERK	MUNICIPAL COURT FINES FOR APRIL 2016	05/02/2016	102615	60.00
001-22068 - Due to Oakwood	3429 - OAKWOOD POLICE DEPT.	MUNICIPAL COURT FINES FOR APRIL 2016	05/02/2016	102649	315.00
001-22069 - Due to Rossvill	3394 - ROSSVILLE POLICE DEPARTMENT	MUNICIPAL COURT FINES FOR APRIL 2016	05/02/2016	102656	475.00
001-22084 - Due to Rankin	3397 - VILLAGE OF RANKIN	MUNICIPAL COURT FINES APRIL 2016	05/02/2016	102671	15.00
001-22086 - Due to Westville	3742 - WESTVILLE POLICE DEPARTMENT	MUNICIPAL COURT FINES FOR APRIL 2016	05/02/2016	102675	30.00
001-22091 - Due to Georgetown	4418 - GEORGETOWN POLICE DEPT.	MUNICIPAL COURT FINES FOR APRIL 2016	05/02/2016	102632	290.00
103-103-08-6332C - Fairchild St Highway Co	3042 - BIG O, SERVICES	Joint Seal Removal & Replacement	04/14/2016	102605	17,110.00
103-103-15-6351E - Stormwater Masterplan	1931 - CHASTAIN & ASSOCIATES	Stormwater Master Plan	04/15/2016	102618	16,446.98
104-104-00-54099 - Other Expenditures	702 - RAY O'HERRON CO INC	Clothing for ERU	04/29/2016	102653	24.00
109-109-00-54099 - Other Expenditures	4909 - FEHR-GRAHAM & ASSOCIATES ENGINEER	Special Service Area Detention Ponds	03/31/2016	102630	907.50
113-113-15-55016 - Other Capital Equipment	453 - GILLIG CORPORATION	2 - 35 Foot Buses	03/31/2016	102633	819,478.00
113-113-16-51001 - Salaries	67 - RTS FINANCIAL SERVICES (UniQue)	STAFF ASSISTANT M. MUNOZ - WEEK END 4/	04/20/2016	102657	530.88
113-113-16-51006 - Physicals	5899 - OCCUPATIONAL RISK MANAGEMENT	DOT PHYSICALS	04/30/2016	102650	190.00
113-113-16-52014 - Maintenance of Office Equipm	295 - DTI OFFICE SOLUTIONS	MAINTENANCE AGREEMENT/COLOR COPIES	05/01/2016	102628	141.33
113-113-16-52015 - Maintenance of Vehicles	153 - BURKE SPRING & ALIGNMENT	PARTS AND LABOR FOR REPAIR TO BUS 416	04/22/2016	102613	1,059.38
113-113-16-52015 - Maintenance of Vehicles	258 - ALLERTON TEST LANE	TEST BUS - 1329, 1631, 1632, 1127, 824	04/06/2016	102599	152.50
113-113-16-52031 - Electricity	4780 - CONSTELLATION NEWENERGY INC	ELECTRICITY BILLING MAR/APR 2016	04/28/2016	102623	813.33
113-113-16-53011 - Materials to Maintain Building	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	BULBS FOR EXIT SIGNS - DMT	04/21/2016	102661	88.32
113-113-16-53015 - Materials to Maintain Vehicles	153 - BURKE SPRING & ALIGNMENT	PARTS AND LABOR FOR REPAIR TO BUS 416	04/22/2016	102613	17.95
113-113-16-53015 - Materials to Maintain Vehicles	30 - VERMILION CHEVROLET CADILLAC	Bus Parts	04/15/2016	102668	204.40

**CITY OF DANVILLE
ACCOUNTS PAYABLE FOR MAY 10, 2016**

113-113-16-53015 - Materials to Maintain Vehicles	4660 - TT DISTRIBUTION	BUS PARTS AND WORK GLOVES	04/22/2016	102665	171.54
113-113-16-53015 - Materials to Maintain Vehicles	719 - MARK'S AUTO ELECTRIC, INC.	STARTER REPAIR	04/20/2016	102644	145.00
113-113-16-53015 - Materials to Maintain Vehicles	920 - UNITED REFRIGERATION INC	REFRIGERANT - TOOLS	04/22/2016	102666	409.00
113-113-16-53017 - Small Tools & Equipment	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR FOR PRESSURE WASHER CART	04/25/2016	102674	18.73
113-113-16-53017 - Small Tools & Equipment	920 - UNITED REFRIGERATION INC	REFRIGERANT - TOOLS	04/22/2016	102666	21.70
113-113-16-53024 - Gasoline	5660 - HERITAGE PETROLEUM LLC	FUEL	04/22/2016	102634	742.50
113-113-16-53024 - Gasoline	630 - ILLINI FS INC	FUEL - PSB	04/29/2016	102637	115.68
113-113-16-53099 - Other Commodities	4163 - IDVILLE	BADGE HOLDERS FOR LANYARDS	04/15/2016	102636	237.96
113-113-16-54023 - General Liability Insurance	4817 - RLI TRANSPORTATION	Fleet Insurance (New Buses)	04/20/2016	102655	13,452.00
116-116-16-52001 - Advertising	666 - THE NEWS-GAZETTE BUSINESS OFFICE	Public Notice	04/19/2016	102663	18.48
119-119-00-52029 - Professional Services	5876 - UNIVERSITY OF ILLINOIS GRANTS & CONT	Planning & Design Assistance for Downtown River	04/11/2016	102667	2,490.66
302-302-00-55015 - Vehicles	3820 - WATCHGUARD VIDEO	Camera Bracket K-9 Vehicle	04/21/2016	102673	190.00
401-401-00-52031 - Electricity	4780 - CONSTELLATION NEWENERGY INC	ELECTRICITY BILLING MAR/APR 2016	04/28/2016	102623	169.73
401-401-00-53016 - Materials to Maint other Equip	1492 - TRACTOR SUPPLY CREDIT PLAN	Pump for Sprayer	04/07/2016	102664	296.26
402-402-00-52022 - Engineering Services	4011 - DONOHUE AND ASSOCIATES INC.	Pump Station Rehabilitations	04/22/2016	102627	2,216.70
402-402-00-52031 - Electricity	4780 - CONSTELLATION NEWENERGY INC	ELECTRICITY BILLING MAR/APR 2016	04/28/2016	102623	1,570.58
402-402-00-52083 - Dues and Subscriptions	323 - AXIOM SERVICES, INC	Microsoft Office Importer for MicroStation	04/29/2016	102603	524.25
402-402-00-52099 - Other Contractual Services	2983 - LEXISNEXIS RISK SOLUTIONS	APRIL 2016 ACTIVITY	04/30/2016	102643	40.95
402-402-00-52099 - Other Contractual Services	5794 - DEDICATED DIESEL SERVICE & REPAIR	Safety Inspection for Unit #72	04/28/2016	102626	40.00
402-402-00-53016 - Materials to Maint other Equip	226 - COE EQUIPMENT INC	Freight	04/28/2016	102620	78.06
402-402-00-53016 - Materials to Maint other Equip	226 - COE EQUIPMENT INC	Parts for Unit #2	04/27/2016	102620	1,420.88
402-402-00-53099 - Other Commodities	4975 - DUSTY C R MURRAY	Reimb for CDL	04/27/2016	102629	30.00
402-402-00-55015 - Vehicles	117 - BOB RIDINGS, INC ATTN: TODD CREWS	2016 F350 Dump Trucks with plow and central hyd	05/04/2016	102607	114,770.00
405-405-00-46229 - Major Clean up	308 - RICHARD LEWIS	Reimb for Major Cleanup Collection Fee	04/29/2016	102654	75.00
405-405-00-52015 - Maintenance of Vehicles	2465 - DANVILLE RUBBER GROUP	Cylinder Rebuild Unit #71	04/29/2016	102625	436.62
405-405-00-52092 - Dumping Fees	138 - BRICKYARD LANDFILL - 4725	Tipping Fees 4/1/16-4/13/16	04/15/2016	102610	26,714.96
405-405-00-52099 - Other Contractual Services	2983 - LEXISNEXIS RISK SOLUTIONS	APRIL 2016 ACTIVITY	04/30/2016	102643	40.95
405-405-00-52099 - Other Contractual Services	315 - JANICE BIGGS	Reimb for Appliance Collection Fee	04/29/2016	102639	10.00
405-405-00-52099 - Other Contractual Services	318 - BRUCE HUFF	Reimb for Appliance Collection Fee	04/29/2016	102611	10.00
405-405-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	Tires for Unit #72	04/28/2016	102674	1,306.40
405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	Parts	04/18/2016	102658	424.51
405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	Parts for Unit #71	04/28/2016	102658	356.04
405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	Returned Parts	04/19/2016	102658	(424.51)
501-501-00-54048 - Retiree Premium Payment	5888 - BLUE CROSS BLUE SHIELD OF ILLINOIS	HEALTH INSURANCE PREMIUMS FOR 5/1/16-	04/15/2016	102606	20,774.00
501-501-00-54095 - Payment of Claims - Bank	5888 - BLUE CROSS BLUE SHIELD OF ILLINOIS	HEALTH INSURANCE PREMIUMS FOR 5/1/16-	04/15/2016	102606	308,545.00
501-501-00-54111 - Duty Disability Premium	5888 - BLUE CROSS BLUE SHIELD OF ILLINOIS	HEALTH INSURANCE PREMIUMS FOR 5/1/16-	04/15/2016	102606	16,609.00
501-501-00-54176 - Library Premium	5888 - BLUE CROSS BLUE SHIELD OF ILLINOIS	HEALTH INSURANCE PREMIUMS FOR 5/1/16-	04/15/2016	102606	13,512.00
603-603-00-54102 - Group Insurance Payments	5406 - METLIFE	ADD ON LIFE INS PREMIUMS PD BY EMPLOY	05/04/2016	102645	4,262.39
Grand Total					1,441,096.73

RESOLUTION NO. _____

A RESOLUTION AMENDING FY 2015-2016
CENTRAL VEHICLE MAINTENANCE BUDGET
FUND 001 DEPARTMENT 012

WHEREAS, the City of Danville operates the Central Vehicle Maintenance Division of the Public Works Department as part of the General Fund; and

WHEREAS, the Division is responsible for the maintenance and repair of all vehicles and equipment of the City other than Police and Mass Transit vehicles; and

WHEREAS, due to the age of our fleet more expenses were incurred for maintenance of other equipment and maintenance to maintain vehicles than budget; and

WHEREAS, in order to effectively account for expending the funds out of the 15-16 Fiscal Year; a budget amendment is needed

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

1. The FY 2015-16 Central Vehicle Maintenance Division Budget be amended as follows:

INCREASE:

001-012-00-52016	Maintenance of Other Equipment	\$22,000.00
001-012-00-53016	Maintenance to Maintain Vehicles	<u>\$15,000.00</u>
	Total	\$37,000.00

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

PASSED this 17th day of May, 2016 by ___ Ayes, ___ Nays, and ___ Absent .

APPROVED:

BY: _____
MAYOR

ATTEST:

BY: _____
City Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A BUDGET AMENDMENT FOR THE CITY CLERK DIVISION (018)

WHEREAS, in March the Deputy City Clerk took a leave of absence; and

WHEREAS, a employee was obtained from a Temporary Employment agency to fill in for the Deputy City Clerk during her leave of absence; and

WHEREAS, as the estimate of funds needed for the temporary employee were not adequate to pay all outstanding bills; and

WHEREAS, there are still adequate funds in the City Treasurers salary line to cover the outstanding bills; and

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

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

- 1. The FY 2015-2016 City Clerk Division budget be amended as follows:

EXPENDITURE

Decrease	001-016-51001	Salaries – City Treasurer	\$ 4,000.00
Increase	001-018-51001	Salaries – City Clerk	\$ 4,000.00

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

PASSED this 17th day of May, 2016, by ___ Ayes, ___ Nays, ___ Absent

APPROVED:

BY: _____ Mayor

ATTEST:

BY: _____ City Clerk

8-C

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING AN END OF YEAR LOAN TO DANVILLE MASS TRANSIT (DMT) - (113)

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

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

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

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

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

- 1. The FY 2015-16 Danville Mass Transit (DMT)-(113) be amended as follows:

REVENUE

Create 113-113-16-46096 LOAN \$ 70,000.00

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

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

APPROVED:

BY: _____ Mayor

ATTEST:

BY: _____ City Clerk

RESOLUTION NO. _____

A Resolution Awarding the Contract for the Lynch Road Special Service Area Detention Basins - Bid #552

WHEREAS, a portion of the National Street storm sewer culvert top slab serving as a sidewalk has failed; and

WHEREAS, the City determined the need to repair storm water management ponds serving Blue Cross Blue Shield and Jackson Plastics; and

WHEREAS, the City of Danville has developed plans and specifications to repair the issues and advertised for bids.

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

1. The contract for the Bid 552 is hereby awarded to the lowest responsible bidder, CROSS CONSTRUCTION, INC in the amount of \$541,894.08; and
2. The Mayor is authorized to issue a purchase order and perform all work necessary to complete and pay for this transaction
3. This shall be paid for from the maintenance of storm sewers line item number 109-109-16-54099; and
4. This Resolution shall take effect upon its passage and publication in pamphlet form.

PASSED THIS 17th DAY OF MAY, 2016.

AYES _____ NAYS _____ ABSENT _____

APPROVED:

BY: _____
MAYOR

ATTEST:

By: _____
CITY CLERK

RESOLUTION NO. _____

A Resolution Awarding the Contract for the
2016 Seal Coat Program - Bid #557

WHEREAS, the City of Danville has determined the need to provide seal coat maintenance on various City streets; and

WHEREAS, the City of Danville has developed plans and specifications for construction and advertised for bids.

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

1. The contract for the 2016 Seal Coat Program is hereby awarded to the lowest responsible bidder, DANIEL L RIBBE TRUCKING, INC. in the amount of \$XXX; and
2. The Mayor is authorized to issue a purchase order and perform all work necessary to complete and pay for this transaction
3. This shall be paid for from the Infrastructure Development and Improvement Fund-Pavement Maintenance, line item number 107-107-16-52097; and
4. This Resolution shall take effect upon its passage and publication in pamphlet form.

PASSED this 17th day of May, 2016, by ___ Ayes, ___ Nays, and ___ Absent.

APPROVED:

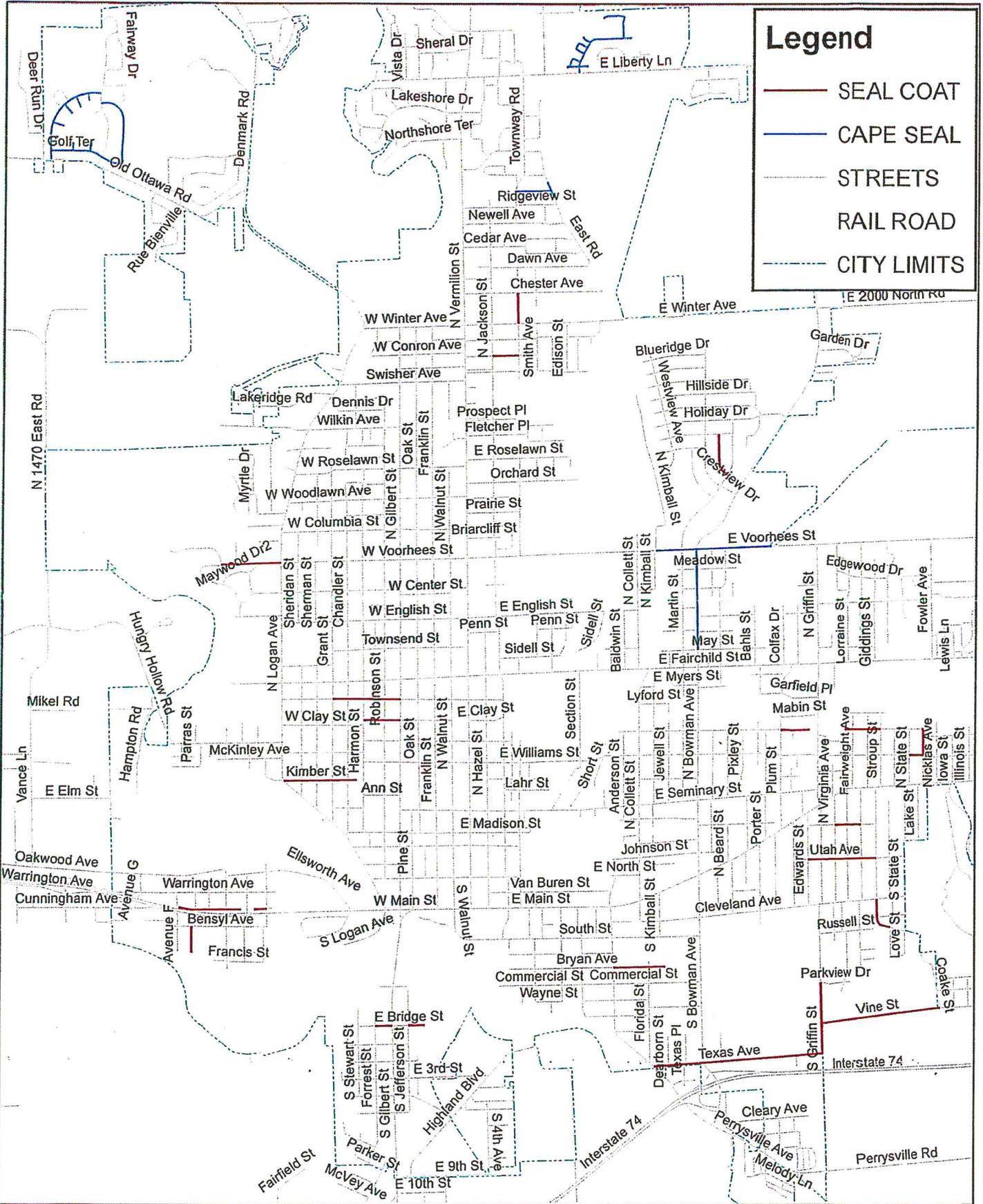
BY: _____
MAYOR

ATTEST:

By: _____
CITY CLERK

Legend

-  SEAL COAT
-  CAPE SEAL
-  STREETS
-  RAIL ROAD
-  CITY LIMITS



DEPARTMENT OF ENGINEERING
 City of Danville
 1155 E Voorhees St, Danville, IL
 www.cityofdanville.org
 Date: May 05, 2016



2016 SEAL COAT

BID #: 557

This map should be used for reference only. The data is subject to change without notice. City of Danville assumes no liability in the use or application of the data. Reproduction or redistribution is forbidden without the written consent from the City of Danville.

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MFT FUNDS FOR THE
VOORHEES STREET BRIDGE OVER STONEY CREEK

WHEREAS, the City of Danville has determined the need to replace and widen the bridge deck of Voorhees Street over Stoney Creek just west of Collett Street; and

WHEREAS, the City has applied for and received Major Bridge Funding in the amount of \$1,116,654 with a 20% local match of \$279,164 required; and

WHEREAS, the City is responsible for the cost of the design engineering; and

WHEREAS, the City has negotiated an engineering scope of work and with Hutchison Engineering who has done similar work for the City previously; and

WHEREAS, it is necessary to use MFT funds for this work.

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

1. The attached resolution appropriating Motor Fuel Tax funds necessary for the Voorhees Street Bridge Improvement is hereby approved.
2. The attached agreement for engineering services between the City of Danville and Hutchison Engineering is hereby approved in the amount of \$151,434.50.
3. The Mayor and City Clerk are hereby authorized and directed to execute and deliver said resolution and agreement on behalf of the City.
4. This work shall be paid for from MFT Section Number 08-00330-02-PV line item number 103-103-08-6330B.

PASSED this 17th day of May 2015, by ___ Ayes, ___ Nays, with ___ Absent

APPROVED:

BY: _____
MAYOR

ATTEST:
BY: _____
CITY CLERK

Municipality City of Danville	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Hutchison Engineering, Inc.
Township				Address 1801 Lafayette Ave. P.O. Box 820
County Vermillion				City Jacksonville
Section 08-00330-02-PV				State Illinois 62651

THIS AGREEMENT is made and entered into this _____ day of May, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name FAU 6999 (Voorhees Street) over Stoney Creek

Route FAU 6999 Length 0.0152 Mi. 800 FT (Structure No. 092-6010 Existing)

Termini Section 4 of T19N, R11W of the 2nd P.M.

Description:

Construction of the superstructure widening or superstructure replacement and roadway approaches on FAU 6999 over Stoney Creek on the existing horizontal & vertical alignment. Existing deck or superstructure to be removed and roadway to be closed during construction. The proposed superstructure will be 30'-0" min. clear roadway with sidewalks on each side and approach roadway transitions and incidental items as necessary.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. ~~Make stream and flood plain hydraulic surveys and~~ gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, ~~Department of Natural Resources Office of Water Resources Permit,~~ Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Abbreviated Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, ~~construction easement and borrow pit and channel change agreements~~ including prints of the corresponding plats and staking as required. Locate or re-establish land corners as required.

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets, excluding the PESA and Wetland Survey.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
 - l. Checking of shop drawings as required.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay for services stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1h, 1j, 1k, 1l, 2, 3, 5 & 6 of the ENGINEER AGREES at performing such work plus 125 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as payrolls, insurance, social security and retirement deductions. CADD time, Robotic Total Station, and GPS will be billed at the Engineer's current rate. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1e, 1f, 1h, 1j, 1k & 1l. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Payment for all engineering services described under the ENGINEER AGREES shall not exceed \$152,500.00 unless otherwise approved in writing by the LA.
2. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed.
3. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 125 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 1 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 3 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Danville _____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

City Council

City

Clerk

(Seal)

By _____

Title

Mayor

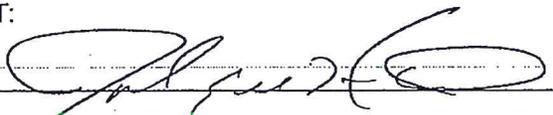
Executed by the ENGINEER:

Hutchison Engineering, Inc.

1801 Lafayette Ave., P.O. Box 820

ATTEST:

Jacksonville, Illinois 62651

By  _____

Title Assistant Secretary

By  _____

Title Secretary

Approved

Date

Department of Transportation

Regional Engineer

**DIRECT COST SUMMARY
VOORHEES BRIDGE OVER STONEY CREEK
CITY OF DANVILLE**

	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
Meetings				
Mileage - 3 Trips @ 325 miles each	975	Miles	\$0.54	\$526.50
Survey -				
Mileage - 2 Trip @ 400 miles each	800	Miles	\$0.54	\$432.00
Per Diem - 2 men x 5days x \$28/day	10	Days	\$28.00	\$280.00
Lodging - 4 nights x 2 men	8	Each	\$60.00	\$480.00
CADD	324	Hours	\$14.00	\$4,536.00
GPS Equipment	1	Days	\$200.00	\$200.00
Total Direct Costs				\$6,454.50

MANHOUR SUMMARY

Voorhees Street over Stoney Creek (SN 092-6010)
 City of Danville

Studied Urban Stream
 Single Span Riveted Plate Girder (built 1955)
 Bridge Widening/Deck Replacement or Superstructure Replacment
 No Hydraulics Required

<u>Estimated Manhours</u>	Manhours	Cadd	
PHASE I			
Field Investigation/Scoping Meeting	8 hrs		
Survey	100 hrs		
PBD&HR	25 hrs		
TS&L	80 hrs	50 hrs	
BCR	75 hrs		
ESR/Wetlands	20 hrs		
Utilities	20 hrs		
Property Owners	20 hrs		
USACOE 404 permit	10 hrs		
Typical Sections (Existing & Proposed)	4 hrs	4 hrs	
Project Report	160 hrs		
	<hr/>		
	522 hrs		
PHASE II			
Meetings	16 hrs		
ROW Plats	48 hrs	30 hrs	
Roadway Plans - Cover, Gen Notes, SOQ, Plan shee	54 hrs	40 hrs	
Bridge Plans	560 hrs	200 hrs	
Specifications & Estimates	40 hrs		
	<hr/>		
	718 hrs		
PHASE III			
Shop Plan Review	40 hrs		
	<hr/>		
	40 hrs		
Administration (3%)	38 hrs		
Total Hours	1318 hrs	324 hrs	
Labor	1318	\$110.00	\$144,980.00
Cadd	324	\$14.00	\$4,536.00
mileage	1775	\$0.54	\$958.50
lodging	8	\$60.00	\$480.00
per diem	10	\$28.00	\$280.00
GPS Equipment	1	\$200.00	\$200.00
	<hr/>		
	Total =		\$151,434.50

RESOLUTION NO. _____

A RESOLUTION APPROVING CONSTRUCTION ENGINEERING SERVICES

WHEREAS, the City of Danville has various projects scheduled requiring construction engineering oversight; and

WHEREAS, the City needs supplemental assistance in order to provide adequate oversight; and

WHEREAS, the City has previous experience with Knight and Associates on construction engineering projects.

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

1. The attached agreement for professional services between the City of Danville and Knight and Associates Surveying LLC is hereby approved on an hourly rate basis; and
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver said agreement on behalf of the City; and
3. This work will be paid for from 001-060-16-52029 and 402-402-16-52029.

PASSED THIS 17th DAY OF May 2016 by ___ Ayes, ___ Nay, ___ Not Voting, and ___ Absent.

APPROVED:

BY: _____
MAYOR

ATTEST:

By: _____
CITY CLERK

Municipality Danville	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering And Construction Guidance Agreement	C O N S U L T A N T	Name Knight & Associates Surveying LLC
Township				Address 307 W. Wood St.
County Vermilion				City Paris
Section NA				State Illinois

THIS AGREEMENT is made and entered into this _____ day of May, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the various projects, to provide ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Various
Route _____ Length _____ FT (_____ Miles) (Structure No. _____)
Termini _____
Description:

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles n analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit; Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

NOTE: Four Copies to be submitted to the Regional Engineer

- i. Prepare the Project Development Report when required by the DEPARTMENT.
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Assist the LA in the tabulation and interpretation of the contractors' proposals.
 - l. Furnish construction guidance. Construction guidance shall include:
 - (1) Consultation on interpretation of plans and specifications and changes during construction.
 - (2) Checking all shop and working drawings.
 - (3) Periodical job-site observation as construction progresses.
 - (4) Reviewing and checking all reports by testing laboratories on equipment and material tested.
 - (5) Reviewing and checking all payment estimates, change orders, records and reports required by the DEPARTMENT.
 - (6) Conducting final observation of construction and preparation of final papers and reports.
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It being understood that all such reports, plats, plans and drafts shall before being finally accepted be subject to approval by the LA and the DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or the DEPARTMENT.
4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1k, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Awarded Cost		Fee Schedule	
Under	\$50,000		(see note)
			%
			%
			%
			%
			%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1i & 1j **per the attached hourly rate schedule.** Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs cited above. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classification for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. To pay for the services stipulated in paragraph 1l a sum of money equal to thirty-five (35) percent of the amount determined by multiplying the final contract cost by the percentage(s) set forth under paragraph 1a or 1b of THE LA AGREES.
4. That payments due the ENGINEER for services rendered in accordance with the AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraph 1a through 1j under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the Department, 90 percent of the total fee due for paragraphs 1a through 1j.
 - b. Upon award of the contract for the improvement by the LA and its approval by the Department, 100 percent of the total fee due for paragraphs 1a through 1j, less any amounts paid under "a" above.
 - c. Upon completion of the improvement and its final acceptance by the Department the total fee due for paragraphs 1k and 1l.By mutual agreement, partial payments not to exceed 90 percent of the amount earned may be made from time to time as the work progresses.
5. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1j and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 above.
6. That, should the LA require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 5 of THE LA AGREES.
 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
 4. That the ENGINEER warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
-

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST:

_____ of the
(Municipality/Township/County)

State of Illinois, acting by and through its

By _____

_____ Clerk

By _____

(Seal)

Title _____

Executed by the ENGINEER

ATTEST:

By *[Signature]*

By _____

Title PRINCIPAL

Title _____

KNIGHT AND ASSOCIATES SURVEYING LLC

PROFESSIONAL LAND SURVEYING AND ENGINEERING

EXPANDED HOURLY RATE 2016

PRINCIPAL
JOAN E. KNIGHT BS
RICHARD A. KNIGHT PLS

SENIOR ASSOCIATE
CARROLL "LUCKY" PHILLIPS

ASSOCIATES
THOMAS G. DAGLEY
JERRY CEARLOCK PE
TOM KELLY
AMY BORREGGINE

JERRY CEARLOCK	PE 1	\$71.00 PER HOUR
RICK CRAIG	CADD	\$42.00 PER HOUR
THOMAS DAGLEY	SURVEYOR4	\$52.60 PER HOUR
AMELIA BORREGGINE	CLERICAL	\$36.00 PER HOUR
MILEAGE		\$0.54 PER MILE

RESOLUTION NO. _____

A RESOLUTION AND APPROVING AN ENGINEERING AGREEMENT FOR THE KOEHN CREEK SANITARY SEWER INTERCEPTOR REPAIR

WHEREAS, a log jam in Stoney Creek collapsed a sanitary sewer crossing the creek; and

WHEREAS, the City desires to permanent replace the crossing with a below ground inverted siphon sewer; and

WHEREAS, the City has solicited proposals from engineering firms familiar with this type of work; and

WHEREAS, two consultants responded to the request with Clark Dietz, Inc. being the most qualified firm for this work; and

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

1. The agreement for professional services between the City of Danville and Clark Dietz, Inc. is hereby approved in the amount of \$71,550.00.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver all engineering agreements necessary for this work on behalf of the City of Danville.
3. This work will be paid for from line item number 402-402-16-52022.

PASSED this 17th day of May, 2016 by ___ Ayes, ___ Nays, with ___ Absent

APPROVED:

BY: _____
MAYOR

ATTEST:

BY: _____
CITY CLERK

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

City of Danville
Koehn Creek Sanitary Sewer Interceptor Repair

This Agreement is by and between

City of Danville ("Client")
1155 E. Voorhees Street, Suite A
Danville, IL 61832

and

Clark Dietz, Inc. ("Clark Dietz")
125 West Church Street
Champaign, Illinois 61820

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

By: _____

Title: _____

Date: _____

Agreed to by Clark Dietz

By: Hans Peterson
Hans J. Peterson

Title: Sr. Vice President

Date: 05/03/2016

PART I
SERVICES BY CLARK DIETZ

A. Project Description

The City's driver for this project was the failure of the existing sewer crossing of Stoney Creek between Perrysville Road and Vine Street, east of South Griffin Street. The existing sewer is above the water elevation and was previously supported on concrete piles. During a December 2015 high creek flow event, a log jam collapsed onto the sewer, breaking apart two of the pile supports and completely rupturing the sewer pipe. The City temporarily reestablished the sewer via driven sheet piles and engaged an engineering firm to investigate repair scenarios and provide recommendations. The firm's technical memorandum reviewed 7 alternatives and recommended replacement of the elevated sewer crossing with an inverted siphon that would be installed, via directional drilling, under Stoney Creek. The City wishes to proceed with the inverted siphon replacement to minimize future risks from high creek flows.

The City also requests the consultant to investigate combining existing flow through the Stoney Creek Crossing with additional flow from the Danville Sanitary District Lick Creek Interceptor Sewer that runs parallel to the Koehn Creek Interceptor Sewer, located between Coake Street and Stoney Creek. The City also requests flow monitoring of both sewers to ensure proper sizing of the sewers.

B. Scope

This scope of work applies to the completion of construction plans and specifications for wastewater collection system improvements for the City of Danville, Illinois (Client) in general accordance with the recommendations of the "Koehn Creek Aerial Interceptor Failure and Replacement Study" dated March 2016. This project includes flow monitoring to determine the hydraulic conditions, analysis of the feasibility of combining the Koehn Creek and Lick Creek Interceptor Sewers, and the design of the Stoney Creek crossing of the Koehn Creek Interceptor Sewer.

Clark Dietz agrees to perform professional services in connection with the Project as stated herein:

1. Project Administration

- a. Develop a written project work plan that addresses work tasks, milestones, schedules, deliverables, roles/responsibilities and similar project implementation and communication details.
- b. Conduct a project kickoff meeting with the City to finalize the project objectives and to review and discuss work tasks, deliverables, milestones, schedules, and similar project details. Prepare meeting minutes.
- c. Coordinate with geotechnical consultant. A geotechnical investigation is needed for design (soil boring and report) due to the required horizontal directional drilling feasibility analysis.
- d. Coordinate with flow meter consultant. Flow metering of the Koehn Creek and Lick Creek Interceptor Sewers is needed for the flow routing analysis associated with this project.
- e. Coordinate quality control reviews throughout the project and before delivering any materials to the City.
- f. Perform various project management tasks including progress reports, regular communications and preparation of deliverables throughout the project.

2. Field Data Collection
 - a. Work with the flow monitoring consultant to download and process the data and have someone out in the field during installation to ensure that the equipment is installed in the Koehn Creek and Lick Creek Interceptor Sewers for a 2-3 month period.
 - b. Complete field surveys to provide topographic and surface features, locate above and below ground utilities, and tie the proposed project into the existing lot corner monumentation.
 - c. Reduce field survey information and produce existing condition drawings.
 - d. Contact utility companies to obtain available location and elevation information.
 - e. Geotechnical Investigation – Review report by the geotechnical consultant.
3. General Design Requirements
 - a. Incorporate proposed improvements with topographic survey and utility location mapping.
 - b. Complete and update engineering computations throughout the design process to establish the type, size, and location of the proposed improvements.
4. Preliminary Design (30%)
 - a. Develop 30% design drawings for the project. Drawings will only contain sufficient detail to generally describe the recommended 30% design and to use for preparation of a 30% design estimate of probable project cost. The drawings will generally include:
 - i. Title Sheet
 - ii. General Notes, Index, Legend, and Project Location Sheets
 - iii. Plan and Profile Sheets
 - iv. Special Structure Schematic Sheets
 - v. Siphon Schematic Sheets
 - vi. Recommended Standard Detail Sheets
 - b. Provide a table of contents listing recommended technical specifications for the project.
 - c. Compute project quantities and develop a 30% design estimate of probable project cost. Estimate will be Class 3 per AACE Cost Estimate Guide, which provides a cost range of -20% to +30%.
 - d. Prepare and submit three (3) hard-copy sets of 30% design plans, technical specification table of contents, and the estimate of probable project cost.
 - e. Perform hydraulic analysis of Koehn Creek and Lick Creek Interceptor Sewers to determine the feasibility of combining the sewers into the Koehn Creek Interceptor Sewer.
 - f. Meet with Owner remotely at Owner's facility to discuss 30% design plans, recommended specifications, and the estimate of probable project cost and receive Owner comments. Minutes of the meeting will be provided by Clark Dietz.
5. Preliminary Design (75%)
 - a. Incorporate Owner and utility 30% design review comments to continue development of drawings for the project to 75% completion. The drawings will generally include:
 - i. Title Sheet
 - ii. General Notes, Index, Legend, and Project Location Sheets
 - iii. Project Control and Benchmark Sheets
 - iv. Erosion Control Sheets

- v. Plan and Profile Sheets
- vi. Job-Specific Detail Sheets
 - 1. Diversion structure plans and sections
 - 2. Siphon structure plans and sections
 - 3. Siphon details
 - 4. Staging areas
 - 5. Site restoration
- vii. Standard Detail Sheets
 - 1. Standard manholes
 - 2. Standard pipe installation and trench backfill
 - 3. Typical pavement restoration cross-sections, if applicable
- b. Develop preliminary technical specifications for the project.
- c. Compute project quantities and develop a 75% design estimate of probable project cost. Estimate will be Class 2 per AACE Cost Estimate Guide, which provides a cost range of -15% to +20%.
- d. Prepare state and local permit applications with supporting documentation for submittal by the Owner to permitting agencies (see Assumptions). Permits required are expected to include:
 - i. IEPA Water Pollution Control Construction/Operation Permit
 - ii. IEPA Water Pollution Control General Permit to Discharge Storm Water Associated with Construction Site Activities
 - iii. Joint Permit Application (IEPA, IDNR, ACOE) - not required but recommended.
- e. Prepare and submit three (3) hard-copy sets of 75% design plans, technical specification, and the estimate of probable project cost.
- f. Submit 75% design drawings to utility companies and request review comments (if any).
- g. Meet with Owner to discuss plans, technical specifications, and the estimate of probable project cost and receive Owner comments on the 75% submittal. A field review will also be completed with the Owner at this time. Minutes of the meeting will be provided by Clark Dietz.

6. Final Design

- a. Prepare final construction contract drawings based on Owner's 75% design review, utility review and permitting agency review requirements. Final construction contract drawings will generally include:
 - i. Title Sheet
 - ii. General Notes, Index, Legend, and Project Location Sheets
 - iii. Project Control and Benchmark Sheets
 - iv. Erosion Control Sheets
 - v. Plan and Profile Sheets
 - vi. Job-Specific Detail Sheets
 - 1. Diversion structure plans and sections
 - 2. Siphon structure plans and sections
 - 3. Siphon details
 - 4. Staging areas
 - 5. Site restoration
 - 6. Structural design details for diversion and siphon structures
 - vii. Standard Detail Sheets
 - 1. Standard manholes
 - 2. Standard pipe installation and trench backfill
 - 3. Typical pavement restoration cross-sections, if applicable
- b. Prepare final construction contract specifications based on Owner's 75% design

review, utility review and permitting agency review requirements. Final construction specifications will generally include:

- i. Owner-provided “front-end” documents (if any) modified as needed by Clark Dietz:
 1. Bid Advertisement
 2. Notice to Bidders
 3. Bid Proposal
 4. Certifications
 5. Bid Bond
 6. Performance Bond
 7. Instruction to Bidders
 8. General Conditions
- ii. Special Provisions
- iii. Technical Specifications
- c. Compute project quantities and update estimate of probable project cost. Estimate will be Class 1 per AACE Cost Estimate Guide, which provides a cost range of -10% to +15%.
- d. Prepare and submit up to six (6) hard-copy sets of final construction documents to the Owner.

7. Bidding

- a. Prepare contract documents for bidding based on Owner’s final design review comments. Submit two (2) hard-copy sets of final construction documents for bidding to the Owner.
- b. Provide technical language to Owner for project advertising notice.
- c. Conduct pre-bid meeting and prepare meeting minutes.
- d. Prepare and issue addenda as needed.
- e. Prepare tabulation of bids.
- f. Review contractor bids, including contacting references provided in the bid submittal, and make a recommendation regarding construction contract award.
- g. Prepare “conformed” contract documents (to include addenda) for execution by contractor and Owner. Submit up to six (6) hard-copy sets of conformed construction documents for the successful bidder and up to three (3) hard-copy sets for the Owner.

8. Construction Engineering Phase (not included)

C. Schedule

The anticipated project schedule for the Koehn Creek Sanitary Sewer Interceptor Repair Project is as follows, based on a May 19, 2016 authorization to proceed date:

1.	Authorization to Proceed	May 19, 2016
2.	Project Kick Off Meeting	Week of May 23, 2016
3.	Begin Flow Monitoring/Survey/Geotech	Week of May 23, 2016
4.	Begin 30% Design	Week of May 30, 2016
5.	Begin 75% Design/Interceptor Sewer Study	Week of June 27, 2016
6.	Begin Final Design	Week of August 1, 2016
7.	Bid Project	September 12, 2016
8.	City Council Approval	October 18, 2016
9.	Permitting	June 15 – October 1, 2016 *
10.	Begin Construction	November 1, 2016 *

**Permitting review time is not known at this time and may extend the project timeline from this estimated time.*

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois.
2. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
3. This agreement does not include the preparation of assessment roles or schedules.
4. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
5. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
6. No Federal permits are anticipated for this project.
7. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
8. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.
9. Limited mapping and field data collection will be provided by the Owner. It is expected that Clark Dietz will need to collect topographic and field surveying data along the proposed project route. It is assumed that all utility mapping and all existing manhole casting and invert elevations will be provided. Data will be provided digitally to Clark Dietz.
10. It is expected geotechnical engineering, including soil boring logs, and groundwater level data, will be collected by a Geotechnical Engineer. Clark Dietz may recommend additional geotechnical work to be completed by Owner if considered beneficial for design or construction.
11. Clark Dietz recommends applying for the Joint Permit Application even though no approval should be required for this project. Documentation of these waivers are recommended when environmental impacts are a concern.
12. No work below the normal water elevation of the river will be required, since it is assumed the proposed new siphon will likely be installed using trenchless methods. If open-cut work below the normal pool is required, then IEPA, IDNR, and Army COE permits will also be needed and may impact the project schedule.
13. Clark Dietz shall advertise the project for bidding. The Owner shall submit the advertisement for publication.

14. Clark Dietz shall manage the issuance of all bidding documents.
15. Clark Dietz shall attend the Owner's meetings for the opening or award of bids. Owner shall provide Clark Dietz with complete digital or hard-copies of all bid packages.
16. Clark Dietz will design the project so that the inverted siphon is installed using Horizontal Directional Drilling for the Base Bid and Open Cut for the Additive Alternate Bid. Additional permitting associated with the open cut installation method will likely delay the construction schedule.
17. Clark Dietz will utilize their front end documents and CSI master specification format for the technical specifications. In addition, the front end documents will be supplemented with additional requirements provided by the City.
18. Clark Dietz will utilize Midwest Engineering and Testing, Inc. as the geotechnical consultant for design services.
19. Clark Dietz will utilize Gasvoda & Associates, Inc. as the flow monitoring consultant for design services.

E. Electronic Data Format (if applicable)

1. The Drawings and support documents for this project will be provided to the Client in printed format on paper and electronically in Adobe© Portable Document Format (PDF).
2. Clark Dietz will provide the Design Drawings for this project in electronic format. The files will be produced in AutoCAD Version 2016 on IBM PC compatible computers with the current Windows operating system. Clark Dietz makes no representation as to the compatibility of the files beyond the specified release of the above-stated software. Clark Dietz will not provide preliminary or intermediate phase documents in electronic format and will not provide electronic files to third parties, such as contractors or other consultants.
 - a. CADD files will be developed using current Clark Dietz standards for layering, linetypes, text styles, colors, etc.
 - b. Electronic files delivered by Clark Dietz will be delivered on compact disk in a format readable by commonly available IBM PC based computer hardware using the current operating system at the time of delivery of electronic files.

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be R. David Schnelle, PE, SE, City of Danville.**

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

D. Other

Provide Clark Dietz with any available construction plans for utilities, streets, interceptor sewers and property boundaries that may be pertinent to the project.

PART III COMPENSATION

A. Compensation

Compensation for the Services shall be as follows:

Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed the following \$71,550.

See attached "Exhibit A" for a breakdown of the fee estimate by task.

1. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
2. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs.

B. Billing and Payment

1. Timing/Format
 - a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
 - b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
 - c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**PART IV
EQUAL EMPLOYMENT OPPORTUNITY**

ILLINOIS CLAUSE

In the event of Clark Dietz's (hereinafter referred to as the "Consultant") non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship, status, age, physical or mental disability unrelated to ability, military status, order of protection status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age physical or mental disability unrelated to ability, military status, order of protection status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules, the Consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit records as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of this contract obligations are undertaken or assumed so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this contract, the Consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts with the State of Illinois or any of its political subdivisions or municipal corporations.

PART V
STANDARD TERMS AND CONDITIONS
Page 1 of 2

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

PART V
STANDARD TERMS AND CONDITIONS
Page 2 of 2

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or:

- If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or
- If the Clark Dietz fee is equal to or more than \$1,000,000, the liability shall be limited to the applicable insurance coverage at the time of settlement or judgment.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2016

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$230.00
Engineer 8	210.00
Engineer 7	190.00
Engineer 6	180.00
Engineer 5	160.00
Engineer 4	140.00
Engineer 3	125.00
Engineer 2	110.00
Engineer 1	100.00
Technician 6	160.00
Technician 5	135.00
Technician 4	125.00
Technician 3	105.00
Technician 2	85.00
Technician 1	75.00
Clerical	80.00

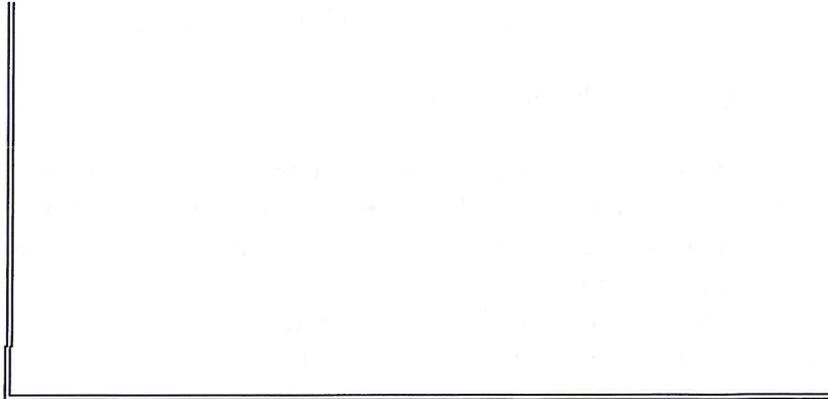
Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

CLARK DIETZ - MANHOURL ESTIMATE
 CITY OF DANVILLE, ILLINOIS
 Koehn Creek Sanitary Sewer Interceptor Repair
 Flow Monitoring, Study, Design and Bidding Services

Last Revised May 31, 2016

WORK TASKS	Sr. PM P-7	Engineer P-5	Engineer P-4	Sr. Tech T-5	Engineer P-3	Tech T-3	Clerical	SUB	Expenses	Task Total
SCOPE										
1. Project Administration										
1.1 Complete project administration tasks			8							\$1,120
2. Mapping and Field Data Collection										
2.1 Flow Monitoring			4			8		\$19,025	\$2,360	\$22,765
2.2 Site Survey				8		24			\$600	\$4,200
2.3 Geotechnical Engineering Consultant			2					\$3,300	\$330	\$3,910
3. General Design Requirements										
3.1 Incorporate proposed improvements with site layout			2		4					\$780
3.2 Complete/update computations throughout design (siphon, control structures, etc.)		2	6							\$1,160
4. 30% Design Phase										
4.1 30% design drawings		2	6	4		30			\$600	\$5,450
4.2 Recommended Technical Specification TOC			2						\$280	\$280
4.3 30% design estimate of probable project cost			4							\$560
4.4 Prepare and submit 30% design review documents	1	2	4			2			\$100	\$1,380
4.5 Perform hydraulic analysis of combining Koehn Creek and Lick Creek Interceptor Sewers			6		24					\$3,840
4.6 Easement needs drawing, if applicable										
4.7 30% design Owner review meeting w/minutes			8	4					\$100	\$1,760
5. 75% Design Phase										
5.1 75% design drawings	2	4	6	4		40			\$800	\$7,400
5.2 Preliminary Technical Specifications	1	2	8		4					\$2,130
5.3 75% design estimate of probable project cost		1	2		2					\$690
5.4 Prepare permit application packages			6		2				\$50	\$1,140
5.5 Prepare and submit 75% design review documents		2	2		2	4	1		\$100	\$880
5.6 Submit 75% design plans to utilities and request review			4		2	2			\$50	\$510
5.7 75% design review and field meeting with Owner w/minutes			4		2				\$100	\$910
6. Final Design Phase										
6.1 Final design drawings	2	4	4			12			\$240	\$3,080
6.2 Final design specifications		4	8				1			\$1,840
6.3 Final design estimate of probable project cost		1	2		2					\$690
6.4 Prepare and submit Final design review documents			2		2		1		\$100	\$710
7. Bidding Phase										
7.1 Prepare and submit construction contract documents for bidding			2		2		1		\$20	\$630
7.2 Provide technical language to Owner for Owner advertising			1							\$140
7.3 Conduct pre-bid meeting and issue minutes			8						\$100	\$1,220
7.4 Prepare and issue addenda (assume 2 addenda)			8		4					\$1,620
7.5 Prepare bid tabulation			1							\$140
7.6 Review contractor bids and make recommendation for award			2							\$280
7.7 Prepare & submit conformed contract documents for use during construction			2						\$35	\$315
TOTAL HOURS	6	22	120	20	50	122	4			
RATE/HR	\$190	\$160	\$140	\$135	\$125	\$105	\$80			
TOTAL COST	\$1,140	\$3,520	\$16,800	\$2,700	\$6,250	\$12,810	\$320	\$22,325	\$5,665	\$71,560
Total Design Service Items										\$71,560



ORDINANCE NO. _____

**AN ORDINANCE VACATING A STREET OR ALLEY,
OR PART THEREOF, PURSUANT TO CHAPTER 30 OF THE CITY CODE**

WHEREAS, a Petition to Vacate was filed by John and Sharon Pickering, Petitioners, requesting that the City Council vacate the street or alley, or part thereof, legally described as follows, to-wit:

Beginning at the Northeast corner of Lot 20 of David Coakes 1st Addition to Danville; thence proceeding Westerly along the North line of said Lot 20 to the Northwest corner of said Lot 20; thence continuing Westerly to the Northeast corner of Lot 6 of said David Coakes 1st Addition; thence continuing Westerly to the Northwest corner of said Lot 6; thence proceeding Northerly to the Southwest corner of Lot 5 of said David Coakes 1st Addition; thence proceeding Easterly along the South line of said Lot 5, and the South line of Lots 4, 3, 2 and 1 of said Addition to the Southeast corner of said Lot 1; thence proceeding Southeasterly to the Northeast corner of Lot 20 of said Addition and the place of beginning.

and,

WHEREAS, pursuant to notice duly given by the public works department, a public hearing on the Petition to Vacate was conducted by the Public Works Committee of the City Council on May 10, 2016; and,

WHEREAS, the City Council finds that the public interest will be subserved by vacating said premises; and,

WHEREAS, compensation to the City in the amount of \$2,115.60 has been deposited with the City Clerk; and,

WHEREAS, all of the requirements of Section 30.10 relating to the Petition to Vacate and public hearing thereon have been satisfied;

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

Section 1: The street or alley, or part thereof, legally described above is hereby vacated.

Section 2: There are one or more public service facilities located in such street or alley, or part thereof, and there is hereby reserved to the City or to the public utilities, as the case may be, owning them, for the benefit of the public, the rights-of-way, easements, permission and authority to construct, operate, maintain, renew, reconstruct or remove its public service facilities in, over, under, upon or across the street or alley, or part thereof, hereby vacated. The City or public utilities shall be compensated by the benefitted party or parties for any reasonable expenses as may be incurred in connection with any mutually agreed rearrangement, removal or relocation of said facilities, this body having determined that it is both necessary and desirable for the public interest that the service of all public utilities be operated or continued by means of said facilities.

In the event that the City or any entity having an easement in the above-described property must excavate or otherwise disturb the premises, any repairs to surface improvements will be done at the owner's cost and at no cost to the City or any public utility possessing an easement.

Section 3: Compensation to the City in the amount of \$2,115.60 is hereby approved as full and adequate consideration for the vacation hereunder.

Section 4: The City Clerk shall file this Ordinance in the Recorder's Office of Vermilion County, Illinois, and it shall not be effective until so filed for record.

Section 5: Only the following owner(s) of one particular parcel identified in the Petition to Vacate as paying 100% of the compensation set forth above, shall acquire title to the entire street or alley, or part thereof, vacated hereunder, unless the deed or other instrument dedicating such street or alley has expressly provided for a specific devolution of the title thereto upon the abandonment or vacation thereof, in which case such specific devolution shall control: John R. Pickering and Sharon L. Pickering as owners of the property with PIN 23-10-302-042-0040 (commonly known as 308 Delaware, Danville, Illinois 61832).

PASSED this 17th day of May, 2016, by ____ Ayes, ____ Nays, and ____ Absent.

APPROVED:

By: _____
Mayor

ATTEST:

By: _____
City Clerk

BEFORE THE DANVILLE CITY COUNCIL
DANVILLE, ILLINOIS

OFFICE USE Public Hearing Date: 5/10/16
City Council Approval Date: 5/17/16
Non-refundable Filing Fee of \$100.00 Paid: 4/05 Rec'd by: MM

STATE OF ILLINOIS)
) SS:
COUNTY OF VERMILION)

PETITION TO VACATE

FILED
APR 05 2016
Lisa K. Monson, City Clerk
Danville, Illinois

The undersigned Petitioner(s), being first duly sworn on oath, hereby petition(s) the City Council of the City of Danville to vacate a certain street or alley, or part thereof, hereinafter described, and in support thereof depose(s) and state(s) as follows:

1. The Petitioner(s) names(s), residence address(es), and phone number(s) is/are as follows:

JOHN AND SHARON PICKERING
308 DELAWARE AVENUE
DANVILLE, IL 61832
(217) 442-8410

2. The street address(es) and legal description of the real estate owned by Petitioner(s) abutting on the street or alley, or part thereof, which is the subject matter of this Petition to Vacate is/are as follows:

308 DELAWARE AVENUE
DAVID COAKES 1ST ADD TO DANVILLE
LTS 6 & N2 L7 & L20 EX S150 'E147'

3. The metes and bounds legal description of the street or alley, or part thereof, sought to be vacated under this Petition to Vacate is as follows:

SEE ATTACHED.

6. A copy of a Sidwell's (or similar) map of the vicinity in which the street or alley, or part thereof, sought to be vacated is located is attached hereto and made a part hereof.

7. J.P. (initial if applicable) The undersigned Petitioner(s) request(s) that any ordinance of vacation which may be adopted by the City Council pursuant to this Petition shall provide that only the owner(s) of one particular parcel identified as paying 100% of the compensation under paragraph 5 above shall acquire title to the entire street or alley, or part thereof, so vacated, except where the deed or other instrument dedicating such street or alley, or part thereof, has expressly provided for a specific devolution of the title thereto upon the abandonment or vacation thereof.

8. Upon information and belief, the public interest will be sub served by vacating such street or alley, or part thereof.

9. Any utilities or other public service facilities located in the street or alley, or part thereof, shall be reserved to the city or the public utility, as the case may be, notwithstanding the adoption of an ordinance of vacation pursuant to this Petition.

Petitioner(s):

John Pickering (signed)

Print Name: John Pickering

Sharon Pickering (signed)

Print Name: Sharon Pickering

_____ (signed)

Print Name: _____

VERIFICATION

Under the pains of and penalties for perjury, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he/she verily believes the same to be true.

John Poling
Sharon Poling

Subscribed and sworn to
before me this 5 day of
April, 2016.

Megan Mudd

Notary Public

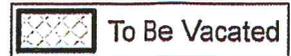


Legal Description for Alley Vacation (Pickering – 308 Delaware)

Beginning at the Northeast corner of Lot 20 of David Coakes 1st Addition to Danville; thence proceeding Westeryly along the North line of said Lot 20 to the Northwest corner of said Lot 20; thence continuing Westeryly to the Northeast corner of Lot 6 of said David Coakes 1st Addition; thence continuing Westeryly to the Northwest corner of said Lot 6; thence proceeding Northerly to the Southwest corner of Lot 5 of said David Coakes 1st Addition; thence proceeding Easterly along the South line of said Lot 5, and the South line of Lots 4, 3, 2 and 1 of said Addition to the Southeast corner of said Lot 1; thence proceeding Southeasterly to the Northeast corner of Lot 20 of said Addition and the place of beginning. (5,289 sq ft)

Map of Potential ROW Vacation 308 Delaware Avenue Area

Created:
April 4, 2016



0 15 30 60 Feet



1 inch = 75 feet



Report from Staff re: Petition to Vacate Alley
John & Sharon Pickering-Alley Vacation near 308 Delaware Avenue

Legal - Corporation Counsel Wesner

Reviewed - no concerns & objections

Public Safety - Director Thomason

Reviewed - no concerns & objections

Public Transportation - Director Beith

Reviewed - no concerns & objections

Public Works - Director Ahrens

Reviewed - no concerns & objections

Urban Services - Director David Schnelle

Reviewed - no concerns & objections

ORDINANCE NO. _____

AN ORDINANCE APPROVING
THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City of Danville, Vermilion County, Illinois (the "City") desires to acquire the real property commonly known as 932 N. Gilbert, Danville, Illinois 61832, and legally described below, for use as green space:

Lot 28 in Isaac N. Payton's Addition to Danville, situated in Vermilion County, Illinois.

Tract No.: DWL 1927
PIN: 23-05-111-009-0030; and,

WHEREAS, the above-described real property is currently owned by Brad D. Bielert; and,

WHEREAS, Brad D. Bielert desires to donate the real property to the City; and,

WHEREAS, the taxes for the year 2014 were sold to the Vermilion County Trustee in the amount of \$95.75; and,

WHEREAS, the City may need to pay the amount necessary to redeem the taxes for the year 2014; and,

WHEREAS, the City Council finds and determines that the best interests of the City and its residents will be served by the acquisition of the real property for the purpose of using said property as green space.

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

SECTION 1: The foregoing recitals are incorporated herein as the findings of the City Council.

SECTION 2: The acquisition of the above-described real property is approved.

SECTION 3: The Mayor is hereby authorized and directed to sign and the City Clerk is hereby authorized and directed to attest any documents necessary for the acquisition of the real property, as well as perform all other acts necessary, to complete the transaction herein authorized.

SECTION 4: The City Comptroller is authorized to release and pay over the amount of funds necessary to complete the transaction, including any amount necessary to redeem the taxes for the year 2014.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

APPROVED:

By: _____
Mayor

ATTEST:

By: _____
City Clerk

11-A-1



Date: May 10, 2016
To: Alderman Mike Puhr, Public Works Committee Chairman
From: Lisa Beith, Director of Public Transportation
Subject: Public Transportation Department Summary

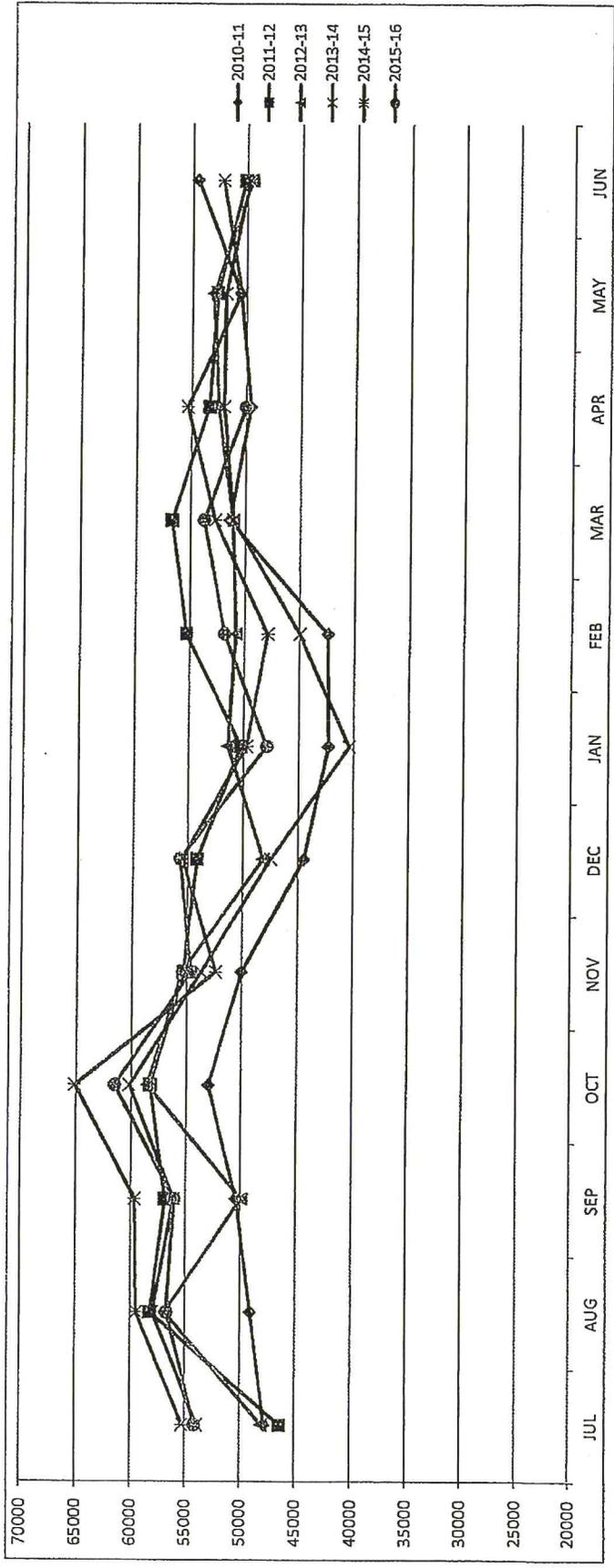
Ridership / Revenue Reports:

- Ridership for the month of April 2016 was 49,993.
- The ADA ridership report for April has not been submitted as yet, but the March ridership was 979 rides.
- Revenue for the month was \$27,716.18.

Danville Mass Transit Ridership History

Monthly Ridership

	2004-5	2005-6	2006-7	2007-8	2008-9	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
JUL	28078	27137	32528	37730	45235	43918	47756	46343	47993	53949	55299	54149
AUG	29177	33432	38480	39769	46801	44043	49048	58220	56928	58002	59474	56740
SEP	29111	33773	35973	37089	45264	47980	50379	56891	49907	56125	59671	56071
OCT	28885	35274	39153	42447	48791	47121	53003	58318	58574	60202	65161	61561
NOV	28699	32757	40642	41482	43044	45190	50013	56368	55467	53712	52392	54680
DEC	27635	31611	38143	38395	43051	41993	44405	54168	48124	47423	55516	55741
JAN	26077	32829	37953	41421	41190	37232	42287	50239	51418	40432	49726	47867
FEB	28543	32618	30722	39837	41388	40959	42379	55358	50781	44949	47856	51813
MAR	30554	33828	40091	41563	41663	48164	51388	56760	51077	51061	52756	53763
APR	29490	33884	34845	43230	41996	45496	49560	53356	52542	52006	55380	49993
MAY	27546	36589	36649	43044	40529	42438	50537	52673	53008	51876	50481	
JUN	29805	38045	37039	40691	41558	45436	54528	50142	49532	49787	52183	
TOTAL	343500	401777	442218	486698	520510	529970	585283	647836	625351	619524	655895	542378





101 North Jackson Street danville, illinois 61832 217 431 0653 fax 217 431 8647

MONTHLY REVENUE RECORD

April 2016

REVENUE TYPES:	Farebox	Subs.	Ticket Sales	Adv.	Misc.	G-Town Route #9	Daily Total
April							
1	\$642.44		\$108.00				\$750.44
2							\$0.00
3							\$0.00
4	\$1,400.93		\$521.50				\$1,922.43
5	\$693.22		\$3,590.00				\$4,283.22
6	\$738.69		\$158.00				\$896.69
7	\$594.11		\$148.50				\$742.61
8	\$662.48		\$150.00				\$812.48
9							\$0.00
10							\$0.00
11	\$1,072.37		\$925.67				\$1,998.04
12	\$709.61		\$291.00				\$1,000.61
13	\$634.77		\$200.00				\$834.77
14	\$640.44		\$185.00				\$825.44
15	\$592.80		\$362.50				\$955.30
16							\$0.00
17							\$0.00
18	\$1,173.82		\$697.00				\$1,870.82
19	\$668.94		\$162.00				\$830.94
20	\$609.69		\$240.00	\$762.50			\$1,612.19
21	\$675.31		\$389.00				\$1,064.31
22	\$513.86		\$238.00				\$751.86
23							\$0.00
24							\$0.00
25	\$1,236.06		\$434.00				\$1,670.06
26	\$715.76		\$224.50				\$940.26
27	\$674.80		\$267.50				\$942.30
28	\$574.68		\$129.50				\$704.18
29	\$618.48	\$1,359.00	\$251.25				\$2,228.73
30			\$78.50				\$78.50
31							\$0.00
Totals	\$15,843.26	\$1,359.00	\$9,751.42	\$762.50	\$0.00	\$0.00	\$27,716.18
TOTAL REVENUE	\$17,202.26	Total FB & Subs	\$9,751.42	\$762.50	\$0.00	\$0.00	\$27,716.18

RESOLUTION NO. _____

A RESOLUTION FOR APPROVING PURCHASE of a
HYDRAULIC EXCAVATOR

WHEREAS, The City of Danville operates and maintains sanitary sewers, storm structures, creek banks, drainage ditches and ditch embankments throughout the community to convey storm and wastewater in an appropriate manner; and

WHEREAS, it is necessary and appropriate, from time to time, to replace certain equipment that is outdated and obsolete to maintain production capabilities; and

WHEREAS, the City desires to purchase a hydraulic excavator to replace a 2004 JD 310G backhoe loader which no longer meets the needs; and

WHEREAS, the City desires to purchase this hydraulic excavator with attachments to be purchased later for the replacement of the Parks 1998 John Deere 6410 Boom Mower which is no longer able to perform it's slope mowing duties and is cost prohibitive to maintain; and

WHEREAS, CAT Altorfer has proposed selling the City one Caterpillar 308E2 CR SB Excavator for \$125,519.00 less our trade of \$ 23,000 for a purchase price of \$102,519.00 including delivery through the National Intergovernmental Purchasing Alliance Contract No. 120377

WHEREAS, the use of governmental cooperative purchasing contracts is authorized by the City Purchasing Policy amended by Ordinance 8696 on April 20, 2010; and

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

1. The proposal submitted by CAT Altorfer for the purchase of one Caterpillar 308E2 CR SB Excavator for the amount of \$ 102,519.00 including delivery be approved. .
2. Funds for this purchase shall come from the Capital Equipment fund, line item # 302-302-55016 in the amount \$51,259.50 and Sanitary Sewer fund Other Capital Equipment line item #402-402-55016 in equal amounts of \$51,259.50 for a total cost of \$102,519.00.
3. Public notice provisions and bidding requirements of the City of Danville Purchasing Policy be, and hereby are, waived.
4. Mayor and Comptroller be authorized the trade in of the JD 310G backhoe loader.
5. The Mayor and City Clerk be authorized to execute all contract documents.
6. This Resolution shall take effect upon its passage and publication.

PASSED THIS _____ DAY OF _____, 2016
AYES _____ NAYS _____ ABSENT _____

APPROVED:

BY: _____
MAYOR

ATTEST:

BY: _____
City Clerk

