



Scott Eisenhauer, Mayor

**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, November 8, 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 1217 E. Fairchild Street for Gregory Filicsky
 - B. Public Hearing for Petition to Alleyway Near 1221 Garden Drive for Vermilion Housing Partners, LP
5. Chairman's Comments
6. Approve Payrolls
7. Approve Vouchers Payables
8. Danville Area Transportation Study (DATS)
 - A. Resolution: Approving Professional Services Agreement for Bowman Avenue Corridor Study
 - B. Items of Information
9. Public Transportation – Lisa Beith, Director
 - A. Items of Information
 1. Monthly Recap for October 2016
10. Public Works – Doug Ahrens, Director
 - A. Resolution: Approving Purchase of Mobile Lift System for Central Vehicle Maintenance
 - B. Resolution: Approving Purchase of Tractor and Flex-Wing Mowers for Right-of-Way Mowing and Authorizing Trade-In of Equipment
 - C. Items of Information
 1. Discussion of Solid Waste 5-Year Program Projections and Proposed Collection Changes

PUBLIC WORKS COMMITTEE

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11. Urban Services – David Schnelle, Director
 - A. Resolution: Amending Bid #555 Contract for 2016 Overlay Program
 - B. Resolution: Approving Additional Engineering Services for Voorhees Street Bridge
 - C. Resolution: Approving Additional Engineering Services for Koehn Creek Flood Mitigation Plan
 - D. Ordinance: Authorizing Vacation of East-West Alleyway Near 1217 E. Fairchild Street for Gregory Filicsky
 - E. Ordinance: Authorizing Vacation of Alleyway Near 1221 Garden Drive for Vermilion Housing Partners, LP
 - F. Items of Information
 1. H&L Landfill Update
 2. NPDES – Stormwater Management Update
 3. Project Updates
12. Finance – Gayle Lewis, Comptroller
 - A. Review of Proposed 2016 Tax Levy and Fiscal Year 2017-2018 Budget
 - B. Items of Information
13. Closed Session
14. Committee Members' Comments
15. Adjournment

PAYROLL REPORT					
WEEKLY & MONTHLY					
FOR PERIOD ENDING:	11/01/2016	CHECK DATE	11/04/2016		
	REGULAR		OVERTIME		TOTAL
DEPARTMENT	PAY		PAY		PAY
FINANCE	140.00				140.00
CENTRAL VEHICLE MAINTENANCE	2,854.45		258.00		3,112.45
PUBLIC AFFAIRS - MONTHLY	3,150.00				3,150.00
ENVIRONMENTAL CODE ENFORCEMENT	1,180.00		-		1,180.00
POLICE DEPARTMENT	1,105.83		-		1,105.83
STREETS DEPARTMENT	13,683.77		679.13		14,362.90
PARKS & PUBLIC PROPERTY	9,266.22		87.01		9,353.23
MUNICIPAL POOL	-		-		-
DOWNTOWN SERVICES	-		-		-
MASS TRANSIT	15,213.87		2,641.49		17,855.36
HARRISON PARK	1,274.73		78.75		1,353.48
SANITARY SEWER	8,858.03		308.86		9,166.89
SOLID WASTE	13,675.93		95.25		13,771.18
TOTAL	70,402.83		4,148.49		74,551.32
BREAKDOWN OF PARKS OT:					
REGULAR OVERTIME - 51002	87.01				
Maintenance of Buildings - 52011	-			TOTAL	74,551.32
TOTAL PARKS OT	87.01				

City of Danville

DANVILLE, ILLINOIS

SCHEDULE OF VOUCHERS PAYABLE

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SUMMARY

November 8, 2016

DISTRIBUTIONS

General Fund (001)		\$155,760.28
Finance (011)	\$9,563.90	
Central Vehicle Maint. (012)	\$15,034.50	
Environmental Code Inspection (014)	\$2,366.98	
General City Government (015)	\$3,100.62	
Legal Services (017)	\$10,004.64	
Personnel & Human Relations (019)	\$103.75	
Information Technology (020)	\$348.95	
Police (021)	\$9,775.64	
Fire (022)	\$2,085.95	
Streets (031)	\$81,534.54	
Parks & Public Property (051)	\$21,618.83	
Engineering & Urban Services (060)	\$221.98	
Community Development Block Grant - CDBG (106)		\$58,090.33
Danville Mass Transit (113)		\$1,774.33
Danville Area Transportation Study - DATS (116)		\$2,138.10
Capital Improvements (302)		\$5,730.00
Harrison Park Golf Course (401)		\$1,519.71
Sewer (402)		\$152,181.22
Solid Waste Management (405)		\$29,047.34
Group Insurance (603)		\$71.70
Total		\$406,313.01

COMPTROLLER

DATE

MAYOR

DATE

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR NOVEMBER 8, 2016

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-011-00-52034 - Actuarial Expense	5849 - LAUTERBACH & AMEN, LLP	PROF SERVICES RENDERED FOR PREP OF ACTUARIAL REPORT FY END	10/28/2016	105945	9,500.00
001-012-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS CVM	10/24/2016	105887	43.73
001-012-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR FD E1/T2	10/18/2016	105983	100.00
001-012-00-52015 - Maintenance of Vehicles	785 - TRUCK TRENDS	PARTS & LABOR FOR UNIT #96	10/25/2016	105978	1,314.99
001-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	LAWN TIRE Z-TURN	10/06/2016	105983	30.00
001-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	TIRE PATCH FOR TRAILER	09/26/2016	105983	22.00
001-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	TIRE PATCH FOR TRAILER	09/27/2016	105983	22.00
001-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR - STREETS TRAILER	10/06/2016	105983	25.00
001-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR FORK LIFT	10/13/2016	105983	35.14
001-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR JAKE 90'6	10/05/2016	105983	54.00
001-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR MOWER	10/03/2016	105983	15.00
001-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR TORO MOWER	09/28/2016	105983	14.00
001-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR ZERO TURN MOWER	10/26/2016	105983	15.00
001-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR Z-TURN	10/19/2016	105983	30.00
001-012-00-52016 - Maintenance of Other Equipment	1291 - MARTIN EQUIPMENT OF ILLINOIS INC	PARTS & LABOR FOR JD270	10/17/2016	105949	4,664.10
001-012-00-52016 - Maintenance of Other Equipment	5660 - HERITAGE PETROLEUM LLC	REPAIR GREASE PUMP	10/21/2016	105934	139.00
001-012-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	CREDIT FOR DUPLICATE PAYMENT INV #92325	10/27/2016	105983	(1,328.68)
001-012-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	TIRES FOR UNIT #68	10/05/2016	105983	1,406.00
001-012-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	TIRES UNIT #27	10/17/2016	105983	217.68
001-012-00-53015 - Materials to Maintain Vehicles	1193 - RAHN EQUIPMENT COMPANY	LIGHTS FOR UNIT #35 & STOCK	10/20/2016	105960	746.00
001-012-00-53015 - Materials to Maintain Vehicles	1386 - SHERWIN WILLIAMS	PAINT SUPPLIES FOR UNIT #44	10/17/2016	105969	720.14
001-012-00-53015 - Materials to Maintain Vehicles	2200 - LAWSON PRODUCTS INC	Shop Supplies	10/14/2016	105946	346.64
001-012-00-53015 - Materials to Maintain Vehicles	2465 - DANVILLE RUBBER GROUP	PARTS FOR E4	10/17/2016	105915	36.52
001-012-00-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	PARTS FOR UNIT #87	10/19/2016	105908	645.95
001-012-00-53015 - Materials to Maintain Vehicles	303 - DANVILLE OMNI KOLOR	SUPPLIES FOR TRUCK RESTORATION	10/17/2016	105913	89.45
001-012-00-53015 - Materials to Maintain Vehicles	303 - DANVILLE OMNI KOLOR	SUPPLIES FOR UNIT #44	10/11/2016	105913	111.50
001-012-00-53015 - Materials to Maintain Vehicles	303 - DANVILLE OMNI KOLOR	SUPPLIES FOR UNIT #44	10/17/2016	105913	329.55
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	PARTS FOR UNIT #53	10/24/2016	105965	54.58
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	Parts for unit #65	10/25/2016	105965	36.94
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	Parts for unit #65	10/26/2016	105965	48.00
001-012-00-53015 - Materials to Maintain Vehicles	782 - SHIELD SOLUTIONS, LLC	CLEANING SUPPLIES FOR FIRE TRUCK	10/10/2016	105971	1,288.20
001-012-00-53016 - Materials to Maint other Equipment	1151 - WATSON GENERAL TIRE INC	SERVICE CALL & TIRE REPAIR JD6320	10/26/2016	105983	174.00
001-012-00-53016 - Materials to Maint other Equipment	1151 - WATSON GENERAL TIRE INC	TIRE FOR GOLF CART	09/29/2016	105983	49.49

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR NOVEMBER 8, 2016

001-012-00-53016 - Materials to Maintain other Equipment	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR FOR TORO WALK BEHIND	10/24/2016	105983	21.84
001-012-00-53016 - Materials to Maintain other Equipment	1151 - WATSON GENERAL TIRE INC	TIRES FOR JACOBSEN 9016	09/20/2016	105983	68.88
001-012-00-53016 - Materials to Maintain other Equipment	1151 - WATSON GENERAL TIRE INC	TIRES FOR JD6320	10/19/2016	105983	407.06
001-012-00-53016 - Materials to Maintain other Equipment	1151 - WATSON GENERAL TIRE INC	TIRES FOR TORO	10/17/2016	105983	38.52
001-012-00-53016 - Materials to Maintain other Equipment	1193 - RAHN EQUIPMENT COMPANY	PARTS FOR JD6310	10/20/2016	105960	1,555.29
001-012-00-53016 - Materials to Maintain other Equipment	2200 - LAWSON PRODUCTS INC	Shop Supplies	10/14/2016	105946	346.64
001-012-00-53016 - Materials to Maintain other Equipment	2465 - DANVILLE RUBBER GROUP	PARTS FOR DURAPATCHER	10/24/2016	105915	27.18
001-012-00-53016 - Materials to Maintain other Equipment	76 - B & D SALES AND SERVICE	PARTS FOR SPREADER	10/18/2016	105892	806.32
001-012-00-53016 - Materials to Maintain other Equipment	76 - B & D SALES AND SERVICE	PARTS FOR WEED EATER	10/26/2016	105892	224.75
001-012-00-53099 - Other Commodities	127 - BOTTS LOCKSMITH	Keys	10/26/2016	105894	2.50
001-012-00-53099 - Other Commodities	340 - DEPKE WELDING SUPPLIES INC	Cylinder Rental	10/15/2016	105921	39.60
001-014-00-46043 - Apartment Registration	788 - AL LIEBERMAN	REFUND OF RENTAL REGISTRATION FEE - OUTSIDE CITY LIMITS	10/31/2016	105880	15.00
001-014-00-52002 - Printing and Binding	400 - FAULSTICH PRINTING COMPANY	CODE ENFORCEMENT TAGS	10/21/2016	105930	486.00
001-014-00-52051 - Travel, Training and Ex	789 - DAN PETERSON	TRAINING EXPENSES FOR ICC PROP. MAINT. PREP TRAINING 10/25/16	10/01/2016	105910	517.97
001-014-00-53017 - Small Tools & Equipment	103 - BIG R	TOOLS FOR CODE ENFORCEMENT	10/27/2016	105893	9.97
001-014-00-53044 - Mat to Secure Structure	892 - KIRCHNER BUILDING CENTERS	MATERIAL FOR CODE ENFORCEMENT	10/20/2016	105941	1,207.32
001-014-00-53044 - Mat to Secure Structure	892 - KIRCHNER BUILDING CENTERS	Materials for Code Enforcement	10/19/2016	105941	3.79
001-014-00-53044 - Mat to Secure Structure	892 - KIRCHNER BUILDING CENTERS	Materials for Code Enforcement	10/27/2016	105941	126.93
001-015-00-52002 - Printing and Binding	387 - EMPLOYEE DATA FORMS INC	2016-17 EMPLOYEE DATA CALENDAR FORMS	10/21/2016	105928	27.25
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	COPIER AGREEMENT - 1142-01	11/01/2016	105924	181.39
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	COPIER AGREEMENT - 1143-01	11/01/2016	105924	276.50
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	COPIER AGREEMENT - 1144-01	11/01/2016	105924	275.23
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	COPIER AGREEMENT- 1215-01	11/01/2016	105924	103.47
001-015-00-52043 - Postage	5877 - NEOPOST	POSTAGE	10/18/2016	105958	339.93
001-015-00-52070 - Ameren Gas	777 - AMEREN	GASELECTRIC BILLING FOR NOV 2016	10/24/2016	105882	1,272.77
001-015-00-52083 - Dues and Subscriptions	1749 - COURT REPORTER	EMAIL MONTHLY SUBSCRIPTION FOR NOV 2016	10/31/2016	105907	12.00
001-015-00-53002 - Central Purchasing	316 - DANVILLE PAPER & SUPPLY INC	Cleaning Supplies	10/25/2016	105914	38.71
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	OFFICE SUPPLIES	10/20/2016	105888	117.68
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	OFFICE SUPPLIES	10/26/2016	105888	47.96
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	OFFICE SUPPLIES	10/28/2016	105888	407.73
001-017-00-52023 - Legal Services	2411 - HODGES LOIZZI EISENHAMMER RODICK & KOHN LLP	2014 IAFF NEGOTIATIONS, ULP'S ADMIN EXPENSE & PBFA GRIEVANCES	09/30/2016	105935	9,231.64
001-017-00-52039 - Property Report & Lien	1119 - VERMILION COUNTY RECORDER	RECORDING FEE FOR 113 E MAIN	10/28/2016	105981	39.00

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR NOVEMBER 8, 2016

001-017-00-52051 - Travel, Training and Ex	5246 - NATIONAL BUSINESS INSTITUTE A DIVISION OF NBI INC	REGISTRATION FEE-HUMAN RESOURCE LAW START TO FINISH - D.WESNER	10/31/2016	105957	349.00
001-017-00-52083 - Dues and Subscriptions	2098 - ATTORNEY REGISTRATION & DISCIPLINARY COMMISSION	2017 ARDC REGISTRATION FEE - D. WESNER	10/31/2016	105891	385.00
001-019-00-52066 - Drug/Alcohol Testing SE	2546 - MID-WEST TRUCKERS ASSOC. INC.	CDL PRE-EMPLOYMENT TESTING FOR A. CRAVENS	10/24/2016	105951	78.75
001-019-00-54028 - Commission Expense	115 - LORI A BLOCK	MINUTES TAKEN AT 11/1/16 BOARD OF FIRE & POLICE COMMISSIONERS	11/01/2016	105947	25.00
001-020-00-52041 - Telephone	4748 - COMCAST CABLE	CABLE - 17 WEST MAIN ST	10/23/2016	105904	8.58
001-020-00-53006 - Computer Supplies	184 - CDW GOVERNMENT INC	Computer supplies	10/26/2016	105900	340.37
001-021-00-51001 - Salaries	643 - SCOTT W TALBOTT	SERVICES RENDERED - WEEK OF 10/10/16	10/10/2016	105967	374.00
001-021-00-51001 - Salaries	643 - SCOTT W TALBOTT	SERVICES RENDERED - WEEK OF 10/17/16	10/17/2016	105967	374.00
001-021-00-52015 - Maintenance of Vehicles	1531 - WATSON TIRE & AUTOMOTIVE SERVICE	NEW TIRE FOR CAR 116	10/10/2016	105984	251.00
001-021-00-52015 - Maintenance of Vehicles	3375 - AMERICAN EAGLE AUTO GLASS	REPAIRED FRONT LIGHTS ON CAR 106	10/17/2016	105883	10.00
001-021-00-52015 - Maintenance of Vehicles	3820 - WATCHGUARD VIDEO	WIRELESS MICROPHONES	10/14/2016	105982	868.00
001-021-00-52015 - Maintenance of Vehicles	3820 - WATCHGUARD VIDEO	WIRELESS MICROPHONES	10/19/2016	105982	829.00
001-021-00-52016 - Maintenance of Other Equipment	5585 - SUPREME RADIO COMMUNICATIONS INC	MAINTENANCE	09/23/2016	105973	2,047.50
001-021-00-52041 - Telephone	42 - AT&T	TELEPHONE SERVICE POL DEPT STAFF SERVICES	10/16/2016	105890	43.72
001-021-00-52087 - Training	5847 - UNIVERSITY OF ILLINOIS GENERAL AIR	POLICE TACTICAL FIREARMS TRAINING	10/18/2016	105980	809.00
001-021-00-52099 - Other Contractual Services	1214 - COFFMAN'S TRUCK SERVICE	TOWED CAR TO PSB	10/16/2016	105903	80.00
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Parts	10/13/2016	105955	389.38
001-021-00-53025 - Clothing for New Hires	702 - RAY O'HERRON CO INC	NEW HIRE - BUCKLEY	10/13/2016	105961	189.05
001-021-00-53025 - Clothing for New Hires	702 - RAY O'HERRON CO INC	NEW HIRE - BUCKLEY	10/26/2016	105961	625.00
001-021-00-53025 - Clothing for New Hires	702 - RAY O'HERRON CO INC	NEW HIRE - HAHNE	10/05/2016	105961	99.99
001-021-00-53025 - Clothing for New Hires	702 - RAY O'HERRON CO INC	NEW HIRE - HOLT	10/22/2016	105961	856.00
001-021-00-53025 - Clothing for New Hires	702 - RAY O'HERRON CO INC	NEW HIRE - THORNSBROUGH	10/28/2016	105961	625.00
001-021-00-53026 - Clothing	4026 - APPAREL UNLIMITED	MONOGRAM - SODERSTROM	09/14/2016	105884	117.00
001-021-00-53026 - Clothing	4026 - APPAREL UNLIMITED	MONOGRAMS - DAVIS	10/04/2016	105884	66.00
001-021-00-53099 - Other Commodities	3820 - WATCHGUARD VIDEO	SUPPLIES FOR POLICE CARS	10/07/2016	105982	1,029.00
001-021-00-53099 - Other Commodities	855 - KELLY PRINTING CO INC	TARGETS	10/14/2016	105939	93.00
001-022-00-52016 - Maintenance of Other Equipment	277 - DI FIRE & SAFETY EQUIPMENT	SAFETY EQUIPMENT	10/24/2016	105922	78.44
001-022-00-52016 - Maintenance of Other Equipment	340 - DEPKE WELDING SUPPLIES INC	Cylinder Refill	10/25/2016	105921	14.83
001-022-00-52031 - Electricity	777 - AMEREN	FIRE DEPT ACCOUNTS	10/20/2016	105882	1,125.39
001-022-00-52035 - Sanitary Sewer Tax	310 - DANVILLE SANITARY DISTRICT	SEWER CHARGES	10/25/2016	105916	139.73
001-022-00-52087 - Training	316 - DANVILLE PAPER & SUPPLY INC	DAWN DISH DETERGENT	10/31/2016	105914	149.10
001-022-00-52099 - Other Contractual Services	295 - DTI OFFICE SOLUTIONS	COPIER AGREEMENT - 183-03	11/01/2016	105924	121.21
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	LANGE - TEES AND SOCKS	10/28/2016	105961	105.79

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR NOVEMBER 8, 2016

001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	REIMB CLOTHING ALLOWANCE - DARBY	10/31/2016	105961	118.99
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	REIMB CLOTHING ALLOWANCE - SMITH	11/01/2016	105961	87.99
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	REIMBURSEMENT FOR SHOES - PRUITT	10/25/2016	105961	144.48
001-031-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS STREETS	10/24/2016	105887	78.57
001-031-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	TIRES FOR DURAPATCHER	09/28/2016	105983	172.98
001-031-00-52018 - Maintenance of Traffic	1549 - CHAMPAIGN SIGNAL & LIGHTING	Detector Loop Repairs on IDOT Intersection	10/25/2016	105901	16,900.00
001-031-00-52031 - Electricity	777 - AMEREN	GAS/ELECTRIC BILLING FOR NOV 2016	10/24/2016	105882	21,268.81
001-031-00-52031 - Electricity	777 - AMEREN	STREET DEPT ACCOUNT	10/25/2016	105882	4,899.63
001-031-00-52051 - Travel, Training and Ex	4129 - APWA-IL PUBLIC SERVICE INSTITUTE C/O MARY BENDER	IPSI - FIRST YEAR FOR D. RUWE	10/31/2016	105885	347.50
001-031-00-52099 - Other Contractual Services	2103 - DARREN OWENS OWENS EXCAVATING	MOVING OF EQUIPMENT	10/10/2016	105920	393.75
001-031-00-52099 - Other Contractual Services	469 - MILLERS TREE SERVICE	TREE REMOVAL MOORE & FAIRCHILD	10/04/2016	105954	600.00
001-031-00-52099 - Other Contractual Services	720 - SAFETY-KLEEN SYSTEMS INC	REMOVAL OF EMULSION SPOIL BARRELS	10/04/2016	105966	3,367.18
001-031-00-53007 - Materials to Maintain Streets	1022 - PRAIRIE MATERIAL	MATERIALS FOR MAIN & PORTER CURB	10/11/2016	105959	515.00
001-031-00-53007 - Materials to Maintain Streets	103 - BIG R	BLADES FOR STIHL WEED EATER	10/19/2016	105893	8.99
001-031-00-53014 - Materials to Maintain Storm Water	103 - BIG R	BLADES FOR STIHL WEED EATER	10/19/2016	105893	8.99
001-031-00-53014 - Materials to Maintain Storm Water	1269 - RIVER BOTTOM FARMS INC	MATERIALS FOR 9TH ST RESTORATION	10/15/2016	105962	540.00
001-031-00-53014 - Materials to Maintain Storm Water	1269 - RIVER BOTTOM FARMS INC	SEAL COAT & CURB RESTORATION	10/11/2016	105962	600.00
001-031-00-53014 - Materials to Maintain Storm Water	289 - DANVILLE TILE & DRAINAGE, INC.	FRONT LOT DRAINAGE FOR PW BLDG	10/19/2016	105917	362.10
001-031-00-53014 - Materials to Maintain Storm Water	892 - KIRCHNER BUILDING CENTERS	MATERIALS FOR 5 SHERAL DR	10/26/2016	105941	47.01
001-031-00-53017 - Small Tools & Equipment	4953 - MIDWEST CONSTRUCTION RENTALS INC	Rental of Roller Screed to aid in restoration of road & sewer	10/07/2016	105953	1,944.00
001-031-00-53018 - Traffic Control Supplies	3128 - 3M	STOCK SUPPLIES FOR SIGN SHOP	10/14/2016	105879	971.25
001-031-00-53051 - Snow/Ice Control Supplies	2037 - CARGILL INC SALT DIVISION	Rock Salt	10/26/2016	105899	19,658.42
001-031-00-53051 - Snow/Ice Control Supplies	2037 - CARGILL INC SALT DIVISION	Rock Salt	10/27/2016	105899	7,607.61
001-031-00-53051 - Snow/Ice Control Supplies	3294 - ROAD SOLUTIONS INC.	ICE BITE BEET JUICE FOR ANTI-ICING	10/24/2016	105963	1,199.00
001-031-00-53099 - Other Commodities	2055 - ROBERT DIETZEN JR	CDL REIMBURSEMENT	10/14/2016	105964	30.00
001-031-00-53099 - Other Commodities	855 - KELLY PRINTING CO INC	OVERTIME REPORTS	10/19/2016	105939	13.75
001-051-00-46054 - Other Recreational Activity	791 - ELLA CLARK	REFUND FOR 2016 CHRISTMAS CRAFT SHOW	11/02/2016	105927	50.00
001-051-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS PARKS	10/24/2016	105887	36.02
001-051-00-52011 - Maintenance of Building	127 - BOTTS LOCKSMITH	SERVICE CALL & LABOR	10/14/2016	105894	67.50
001-051-00-52011 - Maintenance of Building	3159 - NATE MOJONNIER PLUMBING, HEATING & COOLING	PLUMBING REPAIRS @ STATION 4	10/16/2016	105956	1,056.00
001-051-00-52031 - Electricity	777 - AMEREN	GAS/ELECTRIC BILLING FOR NOV 2016	10/24/2016	105882	636.77
001-051-00-52031 - Electricity	777 - AMEREN	HPGC ACCOUNT	10/11/2016	105882	138.52
001-051-00-52031 - Electricity	777 - AMEREN	PARKS AND PUBLIC PROPERTY ACCOUNT	10/25/2016	105882	6,104.24

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR NOVEMBER 8, 2016

Account Number	Description	Vendor Name	Invoice Number	Invoice Date	Payment Date	Amount
001-051-00-52035 - Sanitary Sewer Tax		310 - DANVILLE SANITARY DISTRICT			10/25/2016	105916
001-051-00-52088 - Rentals		103 - BIG R			09/22/2016	105893
001-051-00-52088 - Rentals		892 - KIRCHNER BUILDING CENTERS			10/27/2016	105941
001-051-00-52089 - Pest & Weed Control		671 - TERMINIX SERVICES INC			10/19/2016	105976
001-051-00-52099 - Other Contractual Services		248 - AQUA IL			10/17/2016	105886
001-051-00-52099 - Other Contractual Services		248 - AQUA IL			10/17/2016	105886
001-051-00-52099 - Other Contractual Services		248 - AQUA IL			10/17/2016	105886
001-051-00-52099 - Other Contractual Services		310 - DANVILLE SANITARY DISTRICT			10/25/2016	105916
001-051-00-52099 - Other Contractual Services		53 - ARAMARK UNIFORM SERVICES INC			10/24/2016	105887
001-051-00-53011 - Materials to Maintain Buildings		103 - BIG R			10/26/2016	105893
001-051-00-53011 - Materials to Maintain Buildings		1377 - SECURITY DOOR & HARDWARE CO			10/06/2016	105968
001-051-00-53011 - Materials to Maintain Buildings		267 - CTS COMPUTER CENTER			10/27/2016	105909
001-051-00-53011 - Materials to Maintain Buildings		267 - CTS COMPUTER CENTER			10/18/2016	105909
001-051-00-53011 - Materials to Maintain Buildings		5237 - MEMORIES BY DESIGN			10/21/2016	105950
001-051-00-53011 - Materials to Maintain Buildings		892 - KIRCHNER BUILDING CENTERS			10/27/2016	105941
001-051-00-53011 - Materials to Maintain Buildings		892 - KIRCHNER BUILDING CENTERS			10/18/2016	105941
001-051-00-53013 - Materials to Maintain Other		243 - CONNOR COMPANY			10/20/2016	105905
001-051-00-53013 - Materials to Maintain Other		892 - KIRCHNER BUILDING CENTERS			09/22/2016	105941
001-051-00-53013 - Materials to Maintain Other		966 - DANIEL L RIBBE TRUCKING INC			10/31/2016	105911
001-051-00-53016 - Materials to Maintain other Equipment		103 - BIG R			10/20/2016	105893
001-051-00-53017 - Small Tools & Equipment		103 - BIG R			10/31/2016	105893
001-051-00-53017 - Small Tools & Equipment		892 - KIRCHNER BUILDING CENTERS			10/26/2016	105941
001-051-00-53019 - Electrical Supplies		1028 - SPRINGFIELD ELECTRIC SUPPLY CO.			10/21/2016	105972
001-051-00-53019 - Electrical Supplies		1028 - SPRINGFIELD ELECTRIC SUPPLY CO.			10/14/2016	105972
001-051-00-53019 - Electrical Supplies		684 - TEPPER ELECTRIC SUPPLY CO			10/18/2016	105975
001-051-00-53019 - Electrical Supplies		888 - KIRBY RISK CORPORATION			10/13/2016	105940
001-051-00-53022 - Horticultural Supplies		103 - BIG R			10/27/2016	105893
001-051-00-53022 - Horticultural Supplies		103 - BIG R			10/27/2016	105893
001-051-00-53050 - Fall Festival		159 - BYERLY TENT RENTALS			10/01/2016	105898
001-051-00-53099 - Other Commodities		316 - DANVILLE PAPER & SUPPLY INC			10/15/2016	105914
001-051-00-53099 - Other Commodities		4847 - COUNTY MARKET			10/27/2016	105906
001-051-00-53099 - Other Commodities		855 - KELLY PRINTING CO INC			10/19/2016	105939
001-060-00-52051 - Travel, Training and Ex		789 - DAN PETERSON			10/01/2016	105910
						354.81
						47.50
						11.24
						37.50
						22.59
						52.19
						103.52
						8.76
						7.00
						7.98
						385.00
						(42.00)
						59.85
						38.90
						29.69
						23.20
						16.77
						308.56
						755.41
						69.99
						79.99
						3.96
						187.94
						187.84
						16.87
						4.16
						(119.23)
						119.23
						10,536.00
						49.46
						151.35
						13.75
						221.98

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR NOVEMBER 8, 2016

001-22090 - Due to Dental	4687 - JEAN BATES-MARTIN	NOV/DEC 2016 PREMIUMS PD BEFORE TERMINATION	10/01/2016	105938	55.02
001-22094 - Due to Vision	4687 - JEAN BATES-MARTIN	NOV/DEC 2016 PREMIUMS PD BEFORE TERMINATION	10/01/2016	105938	8.88
106-106-15-54090 - CDBG Community Projects	1386 - SHERWIN WILLIAMS	SAMPLE PAINT FOR RETENTION WALL	10/11/2016	105970	6.99
106-106-15-54090 - CDBG Community Projects	139 - BRICKYARD DISPOSAL & RECYCLING INC	TIPPING FEES FOR 610 DOUGLAS #15 AND 12 PARK ST	10/01/2016	105895	7,170.75
106-106-15-54090 - CDBG Community Projects	289 - DANVILLE TILE & DRAINAGE, INC.	SUPPLIES FOR EAST MAIN MINI PARK	10/12/2016	105918	73.59
106-106-15-54090 - CDBG Community Projects	289 - DANVILLE TILE & DRAINAGE, INC.	SUPPLIES FOR EAST MAIN MINI PARK	10/12/2016	105919	33.60
106-106-15-54090 - CDBG Community Projects	3959 - MIDWEST ASPHALT COMPANY	1101 E Main Mini-Park per Bid #553 Plan/Specifications	10/01/2016	105952	47,925.51
106-106-15-54090 - CDBG Community Projects	5826 - DREAMWORKS PROPERTY AND CONSTRUCTION MANAGEMENT,LL	ADDITIONAL ROOF WORK FOR 404 AVE A - HEIGHTS 2015 #1	10/31/2016	105923	2,550.00
106-106-15-54090 - CDBG Community Projects	966 - DANIEL L RIBBE TRUCKING INC	TOP SOIL FOR EAST MAIN MINI PARK	10/26/2016	105912	150.00
106-106-16-52083 - Dues and Subscriptions	675 - ILLINOIS DEPARTMENT OF PUBLIC HEALTH	2018 LEAD RISK ASSESSOR RENEWAL FOR P. STORKE	10/28/2016	105937	100.00
106-106-16-53003 - Office Supplies	60 - ARNOLDS OFFICE SUPPLY	OFFICE CHAIR FOR CONSTRUCTION SPECIALIST	10/27/2016	105889	179.89
113-113-17-51001 - Salaries	3900 - TRILLIUM	TEMPORARY STAFF SALARY WEEK END 10/16/2016 C. WARGO	10/21/2016	105977	409.61
113-113-17-51001 - Salaries	3900 - TRILLIUM	TEMPORARY STAFF SALARY WEEK END 10/23/2016 C. WARGO	10/28/2016	105977	364.10
113-113-17-52015 - Maintenance of Vehicles	258 - ALLERTON TEST LANE	TEST BUS 1632, 1329, 1631, 1127	10/19/2016	105881	122.00
113-113-17-52031 - Electricity	777 - AMEREN	DMT ACCOUNT	10/28/2016	105882	437.21
113-113-17-52031 - Electricity	777 - AMEREN	GAS/ELECTRIC BILLING FOR NOV 2016	10/24/2016	105882	14.90
113-113-17-52099 - Other Contractual Services	310 - DANVILLE SANITARY DISTRICT	SEWER CHARGES	10/25/2016	105916	130.99
113-113-17-53011 - Materials to Maintain Buildings	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	ORANGE FIRE BLOCK FOAM	10/12/2016	105972	10.55
113-113-17-53015 - Materials to Maintain Vehicles	453 - GILLIG CORPORATION	Bus Parts	10/19/2016	105933	79.76
113-113-17-53015 - Materials to Maintain Vehicles	4660 - TT DISTRIBUTION	Bus Parts	10/21/2016	105979	205.21
116-116-17-52029 - Professional Services	3587 - ESI CONSULTING LTD. ATT: ACCTS RECEIVABLE	2017 DATS ADMINISTRATIVE SERVICES	10/05/2016	105929	2,138.10
302-302-00-54037 - Blight Removal	139 - BRICKYARD DISPOSAL & RECYCLING INC	TIPPING FEES FOR 610 DOUGLAS #15 AND 12 PARK ST	10/01/2016	105895	3,690.45
302-302-00-54037 - Blight Removal	2103 - DARREN OWENS OWENS EXCAVATING	MOVING OF EQUIPMENT	10/10/2016	105920	93.75
302-302-00-55012 - Improvements to Building	5870 - GHR ENGINEERS AND ASSOCIATES, INC	Engineering Services for HVAC scope of work services	10/10/2016	105932	1,945.80
401-401-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	Tire Repair	09/29/2016	105983	20.00
401-401-00-52031 - Electricity	777 - AMEREN	HPGC ACCOUNT	10/11/2016	105882	768.76
401-401-00-53024 - Gasoline	630 - ILLINI FS INC	Fuel usage at HPGC	10/12/2016	105936	614.26
401-401-00-54061 - Commission	4715 - TAKE A SHOT LLC	COMMISSION 10/18-10/24/16	10/27/2016	105974	116.69
402-402-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS SEWERS	10/24/2016	105887	41.00

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR NOVEMBER 8, 2016

402-402-00-52011 - Maintenance of Building	127 - BOTTS LOCKSMITH	SERVICE CALL & LABOR	10/14/2016	105894	33.75
402-402-00-52011 - Maintenance of Building	671 - TERMINIX SERVICES INC	MONTHLY PEST CONTROL - PW	10/19/2016	105976	18.75
402-402-00-52022 - Engineering Services	214 - CLARK DIETZ INC	Engineering services for Koehn Creek Interceptor	10/12/2016	105902	13,265.00
402-402-00-52029 - Professional Services	4264 - KNIGHT AND ASSOCIATES SURVEYING	PROFESSIONAL SERVICES - SOUTHVIEW & TUTTLE	10/06/2016	105943	12,373.64
402-402-00-52031 - Electricity	777 - AMEREN	SEWER LIFT STATION ACCOUNT	10/24/2016	105882	1,804.89
402-402-00-52035 - Sanitary Sewer Tax	310 - DANVILLE SANITARY DISTRICT	SEWER CHARGES	10/25/2016	105916	62.82
402-402-00-52051 - Travel, Training and Ex	4129 - APWA-IL PUBLIC SERVICE INSTITUTE CIO MARY BENDER	IPSI - FIRST YEAR FOR D. RUWE	10/31/2016	105885	347.50
402-402-00-52068 - Maintenance of Landfill	435 - GASVODA & ASSOCIATES INC	H&L Clarifier flow and chartreader	10/25/2016	105931	8,058.50
402-402-00-52099 - Other Contractual Services	4264 - KNIGHT AND ASSOCIATES SURVEYING	SURVEY, CADD & DESIGN WORK FOR CULVERT EXTENSION ON BOWMAN AVE	10/26/2016	105942	5,458.50
402-402-00-52099 - Other Contractual Services	892 - KIRCHNER BUILDING CENTERS	MATERIALS & TOOLS FOR PW BLDG	10/27/2016	105941	5.63
402-402-00-53011 - Materials to Maintain Buildings	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	MATERIALS FOR PW BLDG	10/14/2016	105972	93.92
402-402-00-53011 - Materials to Maintain Buildings	103 - BIG R	THERMOMETERS FOR PW BLDG	10/26/2016	105893	3.99
402-402-00-53011 - Materials to Maintain Buildings	1377 - SECURITY DOOR & HARDWARE CO	MATERIAL FOR PW BLDG	10/06/2016	105968	192.50
402-402-00-53011 - Materials to Maintain Buildings	243 - CONNOR COMPANY	MATERIALS FOR OUTSIDE WATER SERVICE PW	10/20/2016	105905	8.39
402-402-00-53011 - Materials to Maintain Buildings	5237 - MEMORIES BY DESIGN	SIGN FOR PW BLDG	10/21/2016	105950	19.45
402-402-00-53011 - Materials to Maintain Buildings	684 - TEPPER ELECTRIC SUPPLY CO	MATERIAL FOR PW BLDG	10/18/2016	105975	8.44
402-402-00-53011 - Materials to Maintain Buildings	888 - KIRBY RISK CORPORATION	MATERIAL FOR PW BLDG	10/13/2016	105940	2.09
402-402-00-53011 - Materials to Maintain Buildings	892 - KIRCHNER BUILDING CENTERS	MATERIALS & TOOLS FOR PW BLDG	10/27/2016	105941	14.85
402-402-00-53015 - Materials to Maintain Vehicles	1193 - RAHN EQUIPMENT COMPANY	LIGHTS FOR UNIT #35	10/20/2016	105960	280.00
402-402-00-53015 - Materials to Maintain Vehicles	1193 - RAHN EQUIPMENT COMPANY	LIGHTS FOR UNIT #35 & STOCK	10/20/2016	105960	746.00
402-402-00-53015 - Materials to Maintain Vehicles	153 - BURKE SPRING & ALIGNMENT	PARTS & LABOR FOR UNIT #69	10/11/2016	105897	2,992.47
402-402-00-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	Parts for Unit #84	10/20/2016	105908	121.20
402-402-00-53016 - Materials to Maint other Equipment	3827 - EJ EQUIPMENT	Parts for TV Truck	09/30/2016	105926	968.85
402-402-00-53017 - Small Tools & Equipment	3827 - EJ EQUIPMENT	TOOL FOR TV TRUCK	10/03/2016	105926	508.53
402-402-00-53017 - Small Tools & Equipment	4953 - MIDWEST CONSTRUCTION RENTALS INC	Rental of Roller Screed to aid in restoration of road & sewer	10/07/2016	105953	1,944.00
402-402-00-53017 - Small Tools & Equipment	888 - KIRBY RISK CORPORATION	MATERIALS & TOOLS FOR WOODLAWN LIFT STATION	10/17/2016	105940	35.18
402-402-00-53053 - Mat to Maintain Lift Station	289 - DANVILLE TILE & DRAINAGE, INC.	PANEL INSTALL	10/19/2016	105917	453.00
402-402-00-53053 - Mat to Maintain Lift Station	888 - KIRBY RISK CORPORATION	PARTS FOR H&L CLARIFIER	10/17/2016	105940	10.69
402-402-00-53053 - Mat to Maintain Lift Station	892 - KIRCHNER BUILDING CENTERS	MATERIALS & TOOLS FOR WOODLAWN LIFT STATION	10/19/2016	105941	44.93
402-402-00-53099 - Other Commodities	103 - BIG R	PARTS FOR SEWER LEAD WORKER TRUCK	10/20/2016	105893	391.95
402-402-00-53099 - Other Commodities	259 - COURTESY FORD LINCOLN MERCURY INC	PARTS FOR UNIT #34	10/20/2016	105908	267.86

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR NOVEMBER 8, 2016

402-402-00-53099 - Other Commodities	855 - KELLY PRINTING CO INC	OVERTIME REPORTS	10/19/2016	105939	13.75
402-402-00-55018 - Infrastructure Improvements	2412 - DUCE CONSTRUCTION	Southview Sanitary Sewer Improvement Bid #561	10/25/2016	105925	101,589.20
405-405-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS SOLID WASTE	10/24/2016	105887	75.48
405-405-00-52011 - Maintenance of Building	127 - BOTTS LOCKSMITH	SERVICE CALL & LABOR	10/14/2016	105894	33.75
405-405-00-52011 - Maintenance of Building	671 - TERMINIX SERVICES INC	MONTHLY PEST CONTROL - PW	10/19/2016	105976	18.75
405-405-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	TIRE MOUNT/DISMOUNT UNIT #92	10/14/2016	105983	70.00
405-405-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR UNIT #54	10/13/2016	105983	52.00
405-405-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR UNIT #72	10/17/2016	105983	45.00
405-405-00-52092 - Dumping Fees	138 - BRICKYARD LANDFILL - 4725	Tipping Fees	10/15/2016	105896	22,392.72
405-405-00-52099 - Other Contractual Services	892 - KIRCHNER BUILDING CENTERS	MATERIALS & TOOLS FOR PW BLDG	10/27/2016	105941	5.62
405-405-00-53011 - Materials to Maintain Buildings	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	MATERIALS FOR PW BLDG	10/14/2016	105972	93.92
405-405-00-53011 - Materials to Maintain Buildings	103 - BIG R	THERMOMETERS FOR PW BLDG	10/26/2016	105893	3.99
405-405-00-53011 - Materials to Maintain Buildings	1377 - SECURITY DOOR & HARDWARE CO	MATERIAL FOR PW BLDG	10/06/2016	105968	192.50
405-405-00-53011 - Materials to Maintain Buildings	243 - CONNOR COMPANY	MATERIALS FOR OUTSIDE WATER SERVICE PW	10/20/2016	105905	8.39
405-405-00-53011 - Materials to Maintain Buildings	5237 - MEMORIES BY DESIGN	SIGN FOR PW BLDG	10/21/2016	105950	19.45
405-405-00-53011 - Materials to Maintain Buildings	664 - TEPPER ELECTRIC SUPPLY CO	MATERIAL FOR PW BLDG	10/18/2016	105975	8.44
405-405-00-53011 - Materials to Maintain Buildings	888 - KIRBY RISK CORPORATION	MATERIAL FOR PW BLDG	10/13/2016	105940	2.09
405-405-00-53011 - Materials to Maintain Buildings	892 - KIRCHNER BUILDING CENTERS	MATERIALS & TOOLS FOR PW BLDG	10/27/2016	105941	14.85
405-405-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	TIRES FOR GARBAGE TRUCKS	09/22/2016	105983	775.52
405-405-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	TIRES FOR UNIT #71	10/06/2016	105983	536.75
405-405-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	Tires for Unit #72	10/17/2016	105983	1,310.00
405-405-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	Tires for Unit #92	10/26/2016	105983	643.20
405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	Parts for Unit #95	10/20/2016	105965	77.11
405-405-00-53016 - Materials to Maintain other Equipment	5189 - M-B COMPANIES INC	GUTTER BROOMS SWEEPERS	10/20/2016	105948	857.18
405-405-00-53016 - Materials to Maintain other Equipment	778 - LACAL EQUIPMENT, INC.	Parts for sweeper #3	10/05/2016	105944	1,217.11
405-405-00-53053 - Mat to Maintain Lift Station	435 - GASVODA & ASSOCIATES INC	PUMP SAFE MODULE	10/07/2016	105931	553.79
405-405-00-53099 - Other Commodities	103 - BIG R	Supplies for YW Site	10/05/2016	105893	25.98
405-405-00-53099 - Other Commodities	855 - KELLY PRINTING CO INC	OVERTIME REPORTS	10/19/2016	105939	13.75
603-603-00-46066 - Employee Contributions	4687 - JEAN BATES-MARTIN	NOV/DEC 2016 PREMIUMS PD BEFORE TERMINATION	10/01/2016	105938	71.70
Grand Total					406,313.01

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR THE BOWMAN AVENUE CORRIDOR STUDY

WHEREAS, the Danville Area Transportation Study (DATS) budget is included in the City of Danville budget; and

WHEREAS, purchases for the DATS are required to follow the City of Danville purchasing policy; and

WHEREAS, the DATS has Federal and State planning dollars to be used for projects identified in their Unified Working Plan adopted by various member agencies of the DATS; and

WHEREAS, the DATS previously studied the desired land use and transportation uses and needs of the East Main Street east-west corridor; and

WHEREAS, the DATS has determined the need to study land use and transportation needs for the efficient movement of traffic and freight on the north-south Bowman Avenue Corridor from I-74 to West Newell; and

WHEREAS, this study will create a cohesive plan incorporating findings and goals of the Beltline Study, the Grade Separation Study, the Quiet Zone Study, the Northeast Corridor Study, and elements of the East Main Street corridor plan; and

WHEREAS, the DATS has requested proposals from qualified engineering firms, evaluated the proposals and selected a preferred consultant to perform this work; and

WHEREAS, the project will take place in two phases over two DATS fiscal years with the second phase of work to be negotiated based upon findings of the first phase; and

WHEREAS, the City of Danville DATS Director will manage the project in lieu of a local match in cash to accomplish this work.

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 Danville Area Transportation Study and the Hanson Professional Services is hereby approved for an amount of \$56,895.00; 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 the DATS-Program Professional Services line item number 116-116-52029.

PASSED THIS 15th DAY OF November, 2016 by ___Ayes, ___Nay, ___Not Voting, and ___Absent.
APPROVED:

BY: _____
MAYOR

ATTEST:

By: _____
CITY CLERK

**Hanson Professional Services Inc.
PSA C- 16L0004**

THIS PROFESSIONAL SERVICES AGREEMENT (PSA) is made this 18th day of October, 2016, between Danville Area Transportation Study (DATS), subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this PSA, Client retains Hanson to provide professional services in connection with Bowman Avenue Corridor Study, subsequently referred to as "Project."

By this PSA, the scope of Hanson's services on Project is limited to that described in Attachment A.

The attached General Conditions (C-S) Rev. 7 are incorporated into and made a part of this PSA.

Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

Hanson Professional Services Inc.

Client

By: Lucinda A. Loos

By: _____

Title: Vice President

Title: _____

Date: October 17, 2017

Date: _____

Attachment A – Scope of Services

PSA C- 16L0004

Effective Date: 10/18/2016

Project Description:

Provide macro-level design concepts that should be analyzed further. The recommendation will take into account the existing conditions of the transportation network as well as the economic markets. The recommendation will outline a “no-build” scenario for economic development and traffic analysis to which future scenarios can be compared.

Services:

The Scope of Services to be provided is limited to the following:

1. Project Management and Coordination
 - a. Cost and schedule controls
 - b. Coordinate and attend three (3) Project Coordination Committee Meetings
The Project Coordination Committee will include agencies whose cooperation will be critical to the success of any identified improvements, including IDOT. The agenda will be set before the meeting so that the correct participants can be identified.
2. Public, Stakeholder, and Media Outreach
 - a. Develop Public Engagement Strategy
 - b. Coordinate and attend ten (10) key person interviews in a total of four (4) trips.
 - c. Coordinate and attend one (1) Vermillion Avenue focus group meeting
 - d. Coordinate and attend one (1) public meeting
 - e. Prepare exhibits and handouts for the public meeting
 - f. Develop and maintain an outreach website
3. Utilization of Existing Available Data and Evaluation of Existing Conditions
 - a. Collect and Collate the following infrastructure data sources as available:
 - i. Traffic Counts
 - ii. Crash Data
 - iii. GIS Right-of-Way Boundaries
 - iv. Land Uses
 - v. Zoning Codes
 - vi. Current and Ongoing Planning Activities
 - vii. Key Urban Design Features
 - viii. Key Recreational Features
 - ix. Property Conditions and Open Space Availability
 - x. Demographic and Economic Trends
 - xi. Committed and Proposed Capital Improvements
 - xii. Previous Planning Studies
 - b. Collect and Collate the following economic data sources:
 - i. Freight Analysis Framework (FAF)
 - ii. ESRI Business Analyst
 - iii. U.S. Bureau of Economic Research
 - iv. U.S. Bureau of Labor Statistics
 - v. STATSAmerica
 - vi. The U.S. Census
4. Identify Preferred Vision for Corridors
 - a. Determine Context Zones accounting for potential Beltline, East-West Connectors, and grade separation improvements:

- i. Bowman Avenue (within Danville City Limits and north to West Newell Road)
 - ii. Vermillion Avenue (within Danville City Limits)
 - iii. Williams Street (Jackson Street to Bowman Avenue)
 - iv. Fairchild Street (Bowman Avenue to Michigan Avenue)
 - b. Determine “no-build” scenario economic and traffic projections
The “no-build” scenario will set a baseline for economic growth and traffic conditions for the study. The assumptions for the scenario will review the existing economic conditions and market analysis to develop a standard to which future scenarios can be compared.
 - c. Outline two (2) scenarios for transportation network improvements on Bowman Avenue.
Two separate, major transportation modifications will be reviewed. It is expected that one of them will include the relocation of State Route 1 to Bowman Avenue. The other will be developed through stakeholder involvement and project coordination. It may include major changes to Bowman or Vermillion Avenues without the relocating State Route 1.
5. Multi-Modal Transportation Recommendations
- a. Determine goals for varying bicycle accommodations by context zone
 - b. Determine goals for varying pedestrian accommodations by context zone
 - c. Determine goals for varying transit accommodations by context zone
 - d. Determine goals for varying heavy vehicles and freight accommodations by context zone.
6. Prepare Recommendations Memo
- a. Prepare a memo outlining the existing and no build conditions of the Bowman Avenue Corridor Study and recommending the two (2) transportation scenarios for further development.
A memorandum will be presented that outlines the existing transportation conditions, the existing urban planning conditions, the market analysis, and the stakeholder involvement. The memo will recommend two (2) transportation solutions for further study. The solutions would be expected to drive economic development and provide adequate capacity for the future.

The following assumptions were made in development of this scope of services:

- All traffic data will be from previous studies or provided to the Hanson team. No additional traffic counts are included in the scope of services.
- DATS and other agencies will make the data listed in item 3.a available to the Hanson team.
- Hanson will not determine impacts proposed improvements may have on environmental resources.
- The “key person interviews” will be able to be scheduled over a total of four days to reduce travel expenses.
- The public meeting and key person interviews will be held at locations within the study area that will not require direct expense to the project or the Hanson team.

Attachment B – Charges for Services

PSA C- 16L0004

Effective Date: 10/18/2016

Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of Hanson's direct labor costs times a factor of 3.0, plus reimbursable project expenses. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of the billing.

Cost of Services:

The total cost to accomplish the Scope of Services for this project will be \$56,895. Hanson agrees not to exceed \$56,895 without prior notification to the Client.

General Conditions

Hanson Agreement: C-16L0004

Agreement Date: October 18, 2016

Project Name: Bowman Avenue Corridor Study

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses

and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. Hanson is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

5. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

6. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

7. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest

extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

8. Contingency Fund: The Client and Hanson acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against Hanson or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement,

including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

10. Personal Liability: It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.

11. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

12. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.

13. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this

Agreement or this Project shall be submitted to nonbinding mediation.

14. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

15. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

16. Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

17. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

18. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

19. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

20. Record Drawings: CLIENT agrees that HANSON's preparation of record drawings, when such preparation is included in the scope of services and such preparation is based on information furnished by the Contractor and/or other third parties, will be made under the assumption that all furnished information is reliable and that HANSON cannot and does not warrant the accuracy of the furnished information. In the event that the scope of services additionally provides for HANSON to conduct surveys, investigations, and field measurements to collect or verify the information needed for the record drawings, HANSON will conduct such services with the standard of care as set forth in these General Conditions

21. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement,

and said party shall not disclose such information to any third party.

22. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

23. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

24. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

25. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

26. Modification to the Agreement: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

27. Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

9-A-1



Date: November 8, 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 October 2016 was 56,622.
- The ADA ridership report for October has not been submitted as yet, but the September ridership was 838 rides.
- Revenue for the month was \$29,018.13.

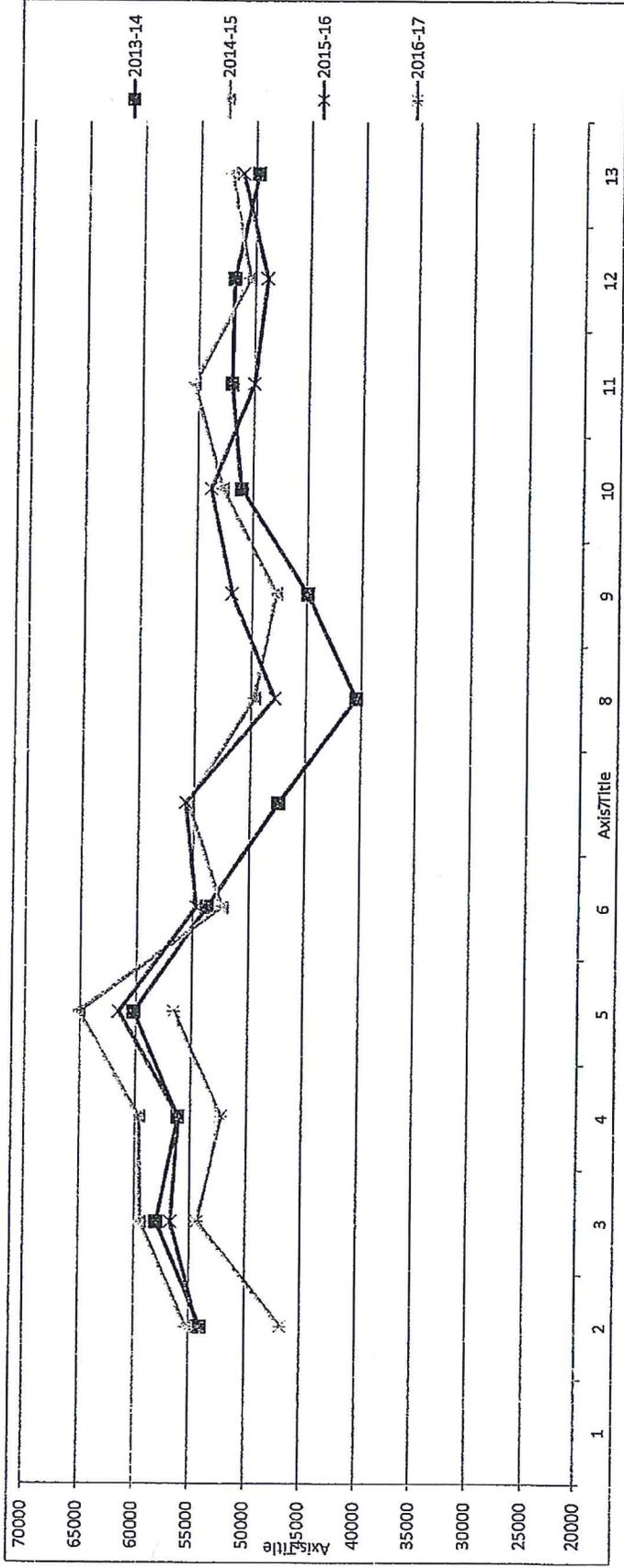
Updates from DMT

- Installation of live-feed video camera system upgrade was completed. All DMT buses currently have the new DVR in use.
- Transfer zone project is projected to be completed in late February or early March if there are no further weather delays.

Danville Mass Transit Ridership History

Monthly Ridership

	2013-14	2014-15	2015-16	2016-17
JUL	53949	55299	54149	46788
AUG	58002	59474	56740	54370
SEP	56125	59671	56071	52297
OCT	60202	65161	61561	56622
NOV	53712	52392	54680	
DEC	47423	55516	55741	
JAN	40432	49726	47867	
FEB	44949	47856	51813	
MAR	51061	52756	53763	
APR	52006	55380	49993	
MAY	51876	50481	48906	
JUN	49787	52183	51178	
TOTAL	619524	655895	642462	210077





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

MONTHLY REVENUE RECORD

October 2017

REVENUE TYPES:	Farebox	Subs.	Ticket Sales	Adv.	MISC	G-Town Route #9	Daily Total
October 2017							
1							\$0.00
2							\$0.00
3	\$1,428.52		\$348.00				\$1,776.52
4	\$887.84		\$469.75		\$73.11		\$1,430.70
5	\$796.02		\$638.25				\$1,434.27
6	\$764.16		\$604.25				\$1,368.41
7	\$825.91		\$309.00				\$1,134.91
8							\$0.00
9							\$0.00
10							\$0.00
11	\$2,008.48		\$996.75				\$3,005.23
12	\$736.75		\$322.50				\$1,059.25
13	\$698.41		\$173.00				\$871.41
14	\$709.09		\$170.50				\$879.59
15							\$0.00
16							\$0.00
17	\$1,264.47		\$283.00				\$1,547.47
18	\$1,409.50		\$867.50				\$2,277.00
19	\$687.11		\$288.50				\$975.61
20	\$633.05		\$390.50				\$1,023.55
21	\$695.81		\$189.75				\$885.56
22							\$0.00
23							\$0.00
24	\$1,272.16	\$1,359.00	\$628.00	\$700.00			\$3,959.16
25	\$718.65		\$212.50				\$931.15
26	\$659.01		\$219.00				\$878.01
27	\$572.44		\$144.00				\$716.44
28	\$633.00		\$345.00				\$978.00
29							\$0.00
30							\$0.00
31	\$1,252.14		\$633.75				\$1,885.89
Totals	\$18,652.52	\$1,359.00	\$8,233.50	\$700.00	\$73.11	\$0.00	\$29,018.13
TOTAL REVENUE	\$20,011.52		\$8,233.50	\$700.00	\$73.11	\$0.00	\$29,018.13

RESOLUTION NO. _____

A RESOLUTION PURCHASING A WIRELESS MOBILE LIFT SYSTEM FOR CENTRAL VEHICLE MAINTENANCE

WHEREAS, Central Vehicle Maintenance is a Division of the Public Works Department that is responsible for repair and maintenance of City fleet vehicles, specialty equipment and heavy off-road equipment; and

WHEREAS, certain repairs, replacements and other maintenance services could be more safely, effectively and efficiently performed on vehicles and equipment if they were elevated off of the shop floor; and

WHEREAS, the City of Danville Purchasing Policy permits the acquisition of items included in bids issued through Inter-Governmental Joint Purchasing Agreements, including the National Joint Powers Alliance; and

WHEREAS, the City can obtain a Stertil-Koni Wireless Mobile Lift System consisting of a set of six (6) lifting units through NJPA Contract # 061015-SKI for the amount of \$59,375.00; and

WHEREAS, said Lift System will be utilized for vehicles and equipment in various City Funds, therefore the cost of this purchase shall be split as 50% General Fund Capital, 25% Sanitary Sewer Fund Capital and 25% Solid Waste Fund Capital.

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

1. A Purchase Order in the amount of \$59,375 be issued to Stertil-Koni USA, Inc. of Stevensville, Maryland for the purchase of a model ST1085-3FWA Wireless Mobile lift System in accordance with NJPA Contract #061015-SKI.
2. The notice and formal bid process of the Purchasing Policy is hereby waived.
3. Funds for this purchase shall be as follows:
 - \$29,687.50 - Capital Improvements Fund 302-302-55016 Other Equipment.
 - \$14,843.75 - Sanitary Sewer Fund 402-402-55016 Other Equipment.
 - \$14,843.75 - Solid Waste Fund 405-405-55016 Other Equipment.
4. The Mayor and City Clerk be authorized to execute all contract documents.
5. 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

RESOLUTION NO. _____

A RESOLUTION PURCHASING A TRACTOR AND MOWERS for Right of Way MOWING and AUTHORIZING the TRADE-IN of CERTAIN EQUIPMENT

WHEREAS, it is necessary to perform roadway and wide area mowing along community corridors to provide a desirable appearance throughout the community; and

WHEREAS, certain mowers used for this purpose are aging and in need of replacement, but do retain some value as a trade-in; and

WHEREAS, the City of Danville Purchasing Policy permits the acquisition of items included in bids issued through Inter-Governmental Joint Purchasing Agreements, including the National Joint Powers Alliance; and

WHEREAS, the City can improve its mowing productivity with a new tractor and two new Flex-Wing rotary mowers offered through NJPA and vendor Deere & Company of Cary, North Carolina for the total cost of \$55,929.47 after Trade-In value allowance.

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

1. A Purchase Order in the amount of \$55,929.47 be issued to Deere & Company for:
 - 1- John Deere 5085E Utility Tractor in accordance with NJPA Contract #021815-DAC, including related equipment.
 - 1 - John Deere CX15 Flex-Wing 15' rotary cutter in accordance with NJPA Contract #021815-DAC.
 - 1 - John Deere CX15 Flex-Wing 10' rotary cutter in accordance with NJPA Contract #021815-DAC.
2. The public notice and formal bid process of the Purchasing Policy is hereby waived.
3. Funds for this purchase shall come from the Capital Improvements Fund 302-302-55016 Other Equipment.
4. The Mayor and Comptroller be authorized to Trade-In a 1988 John Deere 2155 and a 2006 John Deere 6320 for a total Trade Allowance of \$19,500.00
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

RESOLUTION NO. _____

A Resolution Amending the Contract for the
2016 Overlay Program
Bid #555

WHEREAS, by Resolution 2016-93 the City of Danville awarded Bid #555 to Cross Construction in the amount of \$681,575.50; and

WHEREAS, the City determined the need to resurface portions of public streets in Liberty Village in addition to the work awarded by Resolution 2016-93; and

WHEREAS, the additional work totaled \$105,224.38 which requires an amendment to the original purchase order.

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

1. The additional work for Bid #555 is hereby approved.
2. The Comptroller be authorized to amend the purchase order for Bid #555 to \$789,798.88.
3. The work shall be paid for from the INFRASTRUCTURE DEVELOPMENT AND IMPROVEMENT PROGRAM, budget line item 107-107-52060.
4. This Resolution shall take effect upon its passage and publication in pamphlet form.

PASSED THIS 15th DAY OF November, 2016.

AYES _____ NAYS _____ ABSENT _____

APPROVED:

BY: _____
MAYOR

ATTEST:

BY: _____
CITY CLERK

RESOLUTION NO. _____

A RESOLUTION APPROVING ADDITIONAL ENGINEERING SERVICES FOR THE VOORHEES STREET BRIDGE

WHEREAS, by Resolution 2016-77 the City entered into an agreement with Hutchison Engineers in the amount of \$152,500 for engineering services replacement of the Voorhees Street bridge deck over Stoney Creek; and

WHEREAS, the engineer determined that re-using the existing abutments was not feasible; and

WHEREAS, full structure replacement is required; and

WHEREAS, the federal Major Bridge Funds received for this project are sufficient to pay for the bridge replacement; and

WHEREAS, additional engineering work is required for this effort.

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

1. The attached amendment for additional engineering services between the City of Danville and Hutchison Engineers is approved.
2. The Comptroller is hereby authorized and directed to increase and amend the purchase order for Resolution 2016-77 to \$202,000.00.
3. This work will be paid for from the Motor Fuel Tax Section 08-00332-02-PV line item number 103-103-6332B-08.
4. This Resolution will take effect upon its passage and publication in pamphlet form.

PASSED THIS 15th DAY OF November, 2016

by ___ Ayes, ___ Nay, ___ Not Voting, and ___ 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 1st Supplement to Prime Agreement dated June 18, 2016	C O N S U L T A N T	Name Hutchison Engineering, Inc.
Township				Address 1801 Lafayette Ave. P.O. Box 820
County Vermilion				City Jacksonville
Section 08-00330-02-PV				State Illinois 62651

THIS AGREEMENT is made and entered into this 1st day of November, 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)
092-7211 Proposed

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

Description:

Construction of a new structure and roadway approaches on FAU 6999 over Stoney Creek on the existing horizontal & vertical alignment. Existing structure to be partially removed and roadway to be closed during construction. The proposed superstructure will be 30'-0" min. clear roadway with a sidewalk on the south 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.

Note: Four copies to be submitted to the Regional Engineer

- 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, including a PESA but excluding a 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, 1c, 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 a limiting amount being increased from the Prime Agreement of \$152,500.00 by \$49,500.00 to \$202,000.00 unless otherwise approved in writing by the LA.

Included in the supplemental limiting amount increase of \$49,500.00 is an estimated fee of \$6,000.00 from Midwest Engineering and Testing, Inc. for subsurface investigations and an estimated fee of \$4,950.00 from Huff and Huff Inc. for a Preliminary Environmental Site Assessment.

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 _____

By _____

Title Assistant Secretary

Title Secretary

Approved

Date

Department of Transportation

Regional Engineer

RESOLUTION NO. _____

A RESOLUTION APPROVING ADDITIONAL ENGINEERING SERVICES FOR THE KOEHN CREEK FLOOD MITIGATION PLAN

WHEREAS, by Resolutions 2015-127 and 2016-47, the City entered into and amended an agreement with V3 Companies of Illinois in the amount of \$137,478.00 to prepare final engineering documents for the Koehn Creek Flood Mitigation project; and

WHEREAS, additional work is needed to address forested wetlands as defined by the United States Army Corp of Engineers impacted by the project, additional plats and easements, and a soil assessment and soil management plan; and

WHEREAS, additional funds are necessary for this task; and

WHEREAS, the funding for this project shall come from the Infrastructure Development and Improvement Program Economic Development line item; and

WHEREAS, if a dedicated stormwater funding source for stormwater projects is established in the future, it shall reimburse the Infrastructure Development and Improvement fund.

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

1. The attached additional work is approved in the amount of \$48,081.00 for additional professional services between the City of Danville and V3 Companies of Illinois, LTD.
2. The professional services agreement between the City of Danville and V3 Companies of Illinois, LTD. is hereby amended to the amount of \$85,559.00
3. 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.
4. This work will be paid for from line item number 107-107-55064.
5. Line item number 107-107-55054 will be reimbursed from the City's stormwater funding source should it be established.

PASSED this 15th day of November, 2016 by ___ Ayes, ___ Nays, with ___ Absent

APPROVED:

BY: _____
MAYOR

ATTEST:

BY: _____
CITY CLERK



SCOPE OF WORK

CHANGE ORDER – SOUTH SPOILS/SOIL REPOSITORY AND IEPA 401 CERTIFICATION
OCTOBER 24, 2016

Project Understanding

The City of Danville plans to acquire an additional parcel located south of Voorhees Street and east of Koehn Creek, in which additional detention storage will be provided. The City of Danville wishes to use a portion of this parcel to store excavated materials from the detention facility and diversion channels planned for construction on the north Heat Craft lot. Originally it was planned to spoil the materials directly on the remaining concrete slab of the recently demolished Heat Craft building and loading area. However, the Heat Craft facility area may not provide enough area to spoil all excavation to a fill height that is acceptable to the current or future site owner. There is also a possibility that some or all of the material may need disposal in an offsite facility (landfill or CCDD) should the owner decide to prohibit any disposal on the slab. V3 has not been able to identify existing soil samples or data for the northern basin area, but the media is presumed to be clean based on groundwater data (shallow groundwater table). V3 will take several soil samples to verify this assumption.

As long as the north proposed basin soils are 'un-impacted' or 'clean' when excavated, they can be moved to the orange southern "proposed stockpile area", as identified in the exhibit presented in Appendix A of this proposal.

Scope of Services

Task 1 - Soil Screening/Testing and Evaluation Memo

- V3 will collect up to five sub-surface soil samples (1-4 bgs) within the proposed onsite northern detention basin for analytical laboratory testing of volatile organic compounds organic compounds (VOCs), PNAs, RCRA metals, TCLP RCRA metals, cyanide, PCBs and pH. Soils will be collected into laboratory-provided sample containers and preserved on ice. Soil sample will be collected with a hand auger.
- **Note that the owner of the property will need to provide permission to** perform this testing, and may have reservations about new laboratory testing for contamination, given the property's current status towards qualifying for a letter of no further remediation. V3 recommends that the City discuss the proposed borings and lab tests with the property owner and its environmental consultant. V3 can participate if desired.
- Evidence of contamination (i.e., odors, discoloration, staining) will be noted and the soils will be screened for the presence of volatile organic compounds (VOCs) utilizing a photo-ionization detector (PID).
- Samples will be hand-delivered or shipped under chain of custody to an Illinois NELAP accredited laboratory. Standard turnaround time is 5-7 business days.
- Detected chemical concentrations will be compared to the *Illinois Environmental Protection Agency, Maximum Allowable Concentrations (MAC) Table for Chemical Constituents in Uncontaminated Soil and State of Illinois 35 IAC, Part 742 Tiered Approach to Corrective Action Objectives (TACO) for residential soil remediation objectives.*
- A brief memo will be prepared summarizing field activities, sampling results, data analyses and conclusions. Report attachments will consist of site and sample location maps and, as warranted, boring logs and tabulated analytical results and laboratory reports.

Task 2 - Waste Characterization analysis / Waste Acceptance (If desired)

If MAC or TACO objectives are exceeded under Task 1, it is unlikely that the soils can be deposited in the proposed stockpile area. Additional analysis will be required to obtain landfill waste acceptance. Normally a soil



SCOPE OF WORK

CHANGE ORDER – SOUTH SPOILS/SOIL REPOSITORY AND IEPA 401 CERTIFICATION
OCTOBER 24, 2016

sample soil sample would be taken and laboratory analysis performed. The actual requirements for analysis for waste acceptance would be determined upon discussion with an identified nearest permitted landfill facility and utilizing any available existing data. Landfill waste profile forms corresponding to the nearest permitted Subtitle D Landfill would be developed.

V3 proposes including the responsibility for this task within the construction bid documents, to be performed by the contractor. Alternatively, V3 could provide this service; however, it is uncertain when the project will be executed and thus we believe it is best left to the contractor.

Task 3 - CCDD Certification and Facility Acceptance Paperwork

The City may wish to dispose of portions of the total excavated materials in a CCDD facility; in particular, the soils excavated from the proposed north detention basin. Typically the costs of dumping are significantly lower at such facilities as compared to landfills.

Task 3 services will be overseen by an Environmental Professional (EP) as set forth at 40 CFR 312.10(b). Professional Engineer (P.E.) or Professional Geologists (P.G.) certifications of uncontaminated soils will be provided by a licensed V3 P.E. or P.G. with not less than 10 years environmental remediation and waste management experience.

The following tasks are anticipated for the uncontaminated soil evaluation and P.E./ P.G certification described within this proposal:

Task 3a – Project and Environmental Records Review

- Review documents and understand the City's plans for management of the soils. .
- Review provided environmental and geotechnical investigation reports, and readily available state and federal databases identifying environmental sites.

Task 3b – Data Evaluation and Letter Report

- Utilizing available soil laboratory data, detected chemical concentrations will be compared to the *Illinois Environmental Protection Agency, Maximum Allowable Concentrations (MAC) Table for Chemical Constituents in Uncontaminated Soil*.
- The available data will be initially discussed with the identified nearest CCDD facility. If the CCDD facility requests additional laboratory analysis, this can be performed at an additional cost.
- A brief letter report will be prepared summarizing field activities, sampling results, data analyses and conclusions. Report attachments will consist of site and sample location maps, tabulated analytical results and laboratory reports.
- A licensed Professional Engineer or Geologist will prepare and sign the IEPA Uncontaminated Soil Certification (IEPA Form LPC 663). The basis for this certification will be documented and attached with the form for submittal to the clean soil or CCDD fill operation.

Task 4: Soil Management Plan and Specifications

Preparation of a Soil Management Plan and specifications for soil management is advisable given the Heat Craft site's status as an active State Remediation Program site. Documentation of soil movement is required to comply with the Program guidelines. If sources of contamination are found, V3 will proceed to prepare the plan upon approval from the City of Danville. This task entails clearly detailing the contractor requirements for



SCOPE OF WORK

CHANGE ORDER – SOUTH SPOILS/SOIL REPOSITORY AND IEPA 401 CERTIFICATION
OCTOBER 24, 2016

carrying out excavation of contaminated soils, for inclusion in the contract specifications. The task consists of the following elements.

a) Soil Management Plan

V3 would prepare a soil management (SMP) for the construction phase of the project. Known site conditions require an SMP to outline procedures for handling and managing contaminated soil during site redevelopment. The purpose of the SMP is to outline known conditions at the site, acceptable measures for the handling and management of contaminated soil, areas of potential concern during excavation, chain of communication, and steps to be taken by Contractor and construction team if previously unidentified contamination is encountered during construction.

b) Environmental Specifications

Prepare and provide in the bid documents appropriate environmental specifications for the management of contaminated soils and media.

c) Hazard Communication Plan (HCP)

This plan provides notice to contractors/trades at the Site of environmental exposure risks and contaminated soil management and of the associated handling requirements. The HCP would include:

- i. Identification of site contaminants of concern (COCs), along with expected locations, depths and maximum observed concentrations
- ii. Figure(s) generally illustrating the location of known areas of environmental concerns
- iii. General requirements to be adhered to for Contractor's site-specific health & safety plan

Task 5 – Additional Plats, Easements and Supplemental Survey

These services include the development of:

- A City of Danville plat of survey for the North Detention Basin, which will include the depiction and legal descriptions for:
 - an easement for the Ameren overhead electric lines southerly of the Ameren substation
 - a permanent drainage easement for the diversion channel located at the north property line of the Heat Craft facility
 - a permanent access easement to the Ameren Sub-station
- A temporary construction easement for East Koehn Creek
- A plat of Survey for the south detention basin
- A permanent drainage easement for the outlet of the South Detention Basin.
- Ground survey of the lot south of Voorhees street and tree (> 6-in) survey in the north diversion ditch has also been included.

Note that it is assumed in this scope that Ameren will accept the drafting of the overhead and permanent access easements on the City of Danville Plat of Survey. If Ameren requires separate easement documents, there would be an additional cost.



SCOPE OF WORK

CHANGE ORDER – SOUTH SPOILS/SOIL REPOSITORY AND IEPA 401 CERTIFICATION
OCTOBER 24, 2016

Task 6 – Illinois Environmental Protection Agency (IEPA) Coordination

Initial response from the USACE Louisville District suggests that the site will not be granted automatic exclusion from the EPA Clean Water Act, Section 401 Certification. V3 had submitted the USACE 404 permit application under a Nationwide (NW) Permit number (39) that excludes such certification requirements, but USACE prefers to change the NW permit to another category. V3 will coordinate with IEPA to provide the required information for IEPA to determine if certification will be required. V3 will develop the information required by IEPA to consider the site for 401 certification.

Task 7 USACE Permitting

The USACE Louisville District has responded to the project application for permit and has indicated that use of Nationwide Permit 39 will not be accepted. USACE has indicated that “permittee responsible mitigation” will be required, entailing onsite wetland mitigation for forested wetlands. V3 will:

- Develop a mitigation design consisting of planting alternatives, location, and specifications. A thorough understanding of the daily, low-flow hydrology at the site under existing and proposed conditions must be developed in order to evaluate feasibility for wetland plantings. USACE is also concerned about indirect impacts due to potential changes in hydrology downstream of the diversion channel. A continuous flow simulation will be performed to evaluate distribution of low flows over time within the project area. One or more alternatives may be developed (planting in proposed channel, planting adjacent to existing forested wetland, etc.) in order to attempt to satisfy USACE requirements for permit approval.
- Create maintenance and monitoring plan for the new wetlands. The USACE requires monitoring for five to ten years. The plan indicates the activities to be undertaken for maintaining the wetlands during this time. The City of Danville or its wetland consultant will be responsible for implementing the plan.
- Coordination with the US Fish and Wildlife Service (USFWS) for issues of threatened and endangered species. V3 will perform a habitat analysis if required by USFWS for threatened species thought to inhabit the area of the project. V3 will coordinate with the Agency to answer questions and develop construction specifications required to implement the agency’s requirements.
- Develop an updated permit package consisting of plans, project descriptions, and calculations required for USACE review. Prepare final mitigation plans for inclusion in the contract bid set.

Man-hours Estimate and Cost Proposal:

A cost estimate showing manhours and 2016 billing rates is included in this change order document. V3’s billing rates for invoicing would be based on a direct labor multiplier of 2.8. The rates shown in the table represent the average within an overall range. Alternatively, V3 can work under a fixed price contract independent of actual manhours.

Additional Tasks not Included in the Scope of Services:

- Task 2 as outlined in this proposal is currently not included in the scope of services. Should the soil sample analysis from Task 1 reveal contamination, this task will be necessary. However, the period of validity for test results is one year. V3 could delay this task (if necessary) until the project is funded and closer to construction.
- Production of overhead and permanent access easements for Ameren as separate documents from the City of Danville Plat of Survey – in the event that Ameren requires it.



SCOPE OF WORK

CHANGE ORDER – SOUTH SPOILS/SOIL REPOSITORY AND IEPA 401 CERTIFICATION
OCTOBER 24, 2016

- Mist netting and bat or other specimen-specific investigations are not included in the scope of services. Normally the habitat analysis indicated under Task 7 of this work order is sufficient for obtaining USFWS signoff. On rare occasions the agency may require actual capture and specimen analysis, which entail additional costs.
- There may be adjustments to easements in order to provide the required mitigation under task 7. This is dependent on USACE response to the mitigation scheme to be presented. Budget for survey services to develop additional easements is not included in this proposal.

Terms & Conditions:

V3 Companies of Illinois, Ltd. has included its Standard Terms and Conditions for the work described in this Scope of Services.

If Additional Services are required, V3 shall be paid a fee based on the actual hours expended multiplied by V3's Billing Rate Schedule attached hereto or other negotiated fee.

CLIENT will be invoiced monthly for professional services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of invoices and the orderly and continuous progress of the Project through construction.

Miscellaneous Contractual Items

V3 will initiate its services promptly upon receipt of CLIENT's acceptance of this proposal.

If CLIENT or other interested parties request digital files of design data, V3 shall be indemnified from any claims arising out of the accuracy, misuse or reuse by others of the data delivered in digital form.

We appreciate the opportunity to present this proposal and look forward to working with you on this project.



SCOPE OF WORK

CHANGE ORDER – SOUTH SPOILS/SOIL REPOSITORY AND IEPA 401 CERTIFICATION
OCTOBER 24, 2016

Sincerely,
V3 COMPANIES, LTD.

A handwritten signature in black ink, appearing to read 'Gregory V. Wolterstorff', with a long horizontal stroke extending to the right.

Gregory V. Wolterstorff, P.E.
Director of Natural Resources

GVW/ jmb

Attachments

Accepted For:
CITY OF DANVILLE

By: _____

Title: _____

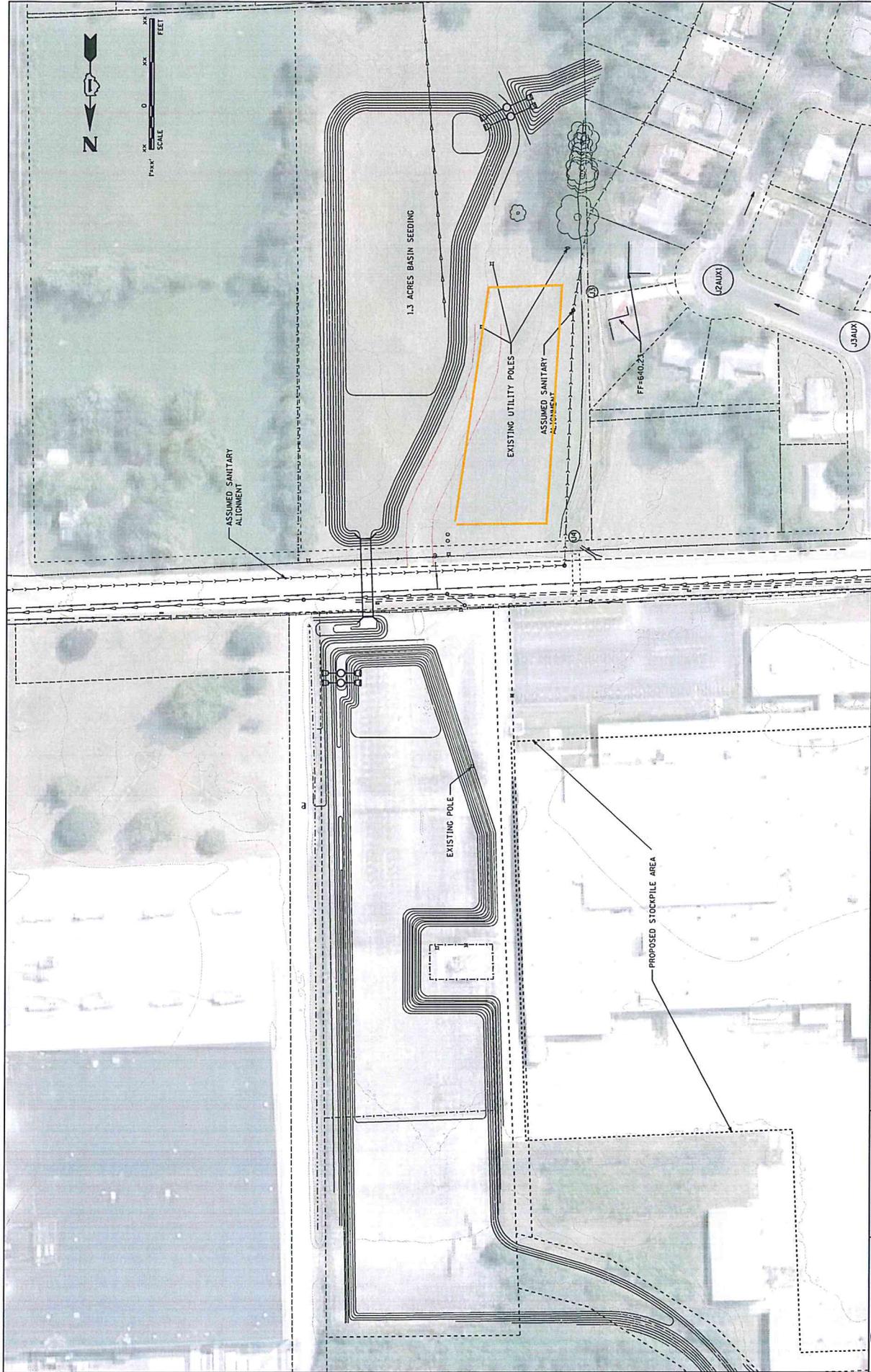
Date: _____



SCOPE OF WORK

CHANGE ORDER – SOUTH SPOILS/SOIL REPOSITORY AND IEPA 401 CERTIFICATION
OCTOBER 24, 2016

Appendix A – Approximate Location of Proposed Soil Disposal Site.



13 CONSULTANTS 8320 JAMES AVENUE 800.24.2500 PHONE 800.24.2500 FAX WWW.315.COM	DESIGNED - BAO	REVISOR -	USER NAME - 1000140 PLOT SCALE - 1/8"=1'-0" PLOT DATE - 4/27/2016	ILLINOIS	KOEHN CREEK FLOOD MITIGATION SCALE: 1" = 50' SHEET NO. 1 OF 2 SHEETS STA. 286+32.82 TO STA. 286+20.31		COUNTY - VERMILLION SHEET NO. - 286 CONTRACT NO. - XXXX
	DRAWN - BAO	REVISOR -		REVISIONS REVISION - REVISION - REVISION - REVISION -	SOIL EROSION AND SEDIMENT CONTROL PLAN SHEET NO. 1 OF 2 SHEETS STA. 286+32.82 TO STA. 286+20.31	COUNTY - VERMILLION SHEET NO. - 286 CONTRACT NO. - XXXX	





SCOPE OF WORK

CHANGE ORDER – SOUTH SPOILS/SOIL REPOSITORY AND IEPA 401 CERTIFICATION
OCTOBER 24, 2016

Appendix B – Cost Estimate, Terms and Conditions, Billing Rates



City of Danville - Koehn Creek, Heat Craft Detention Facility Project
 South Spoils/Soil Repository change order - Manhour Estimate and Cost Proposal
 October 24, 2016

TASK	Classification: 2016 Billing Rate:	V3 Companies											Total Task Hours Hours & Cost				
		Director \$190.00	Senior PM \$150.00	Sr. Project Engineer \$130.00	Project Engineer \$115.00	Design Engineer I \$90.00	Scientist III \$95.00	Scientist III \$75.00	CAD Technician \$85.00	Survey Crew \$160.00	Admin Assistant \$60.00						
Task 1 - Soil Screening/Testing and Evaluation Memo	Hours	0	1	6	0	0	20	0	0	0	0	0	0	0	0	0	27
Task 2 - If needed: Waste Characterization analysis / Waste Acceptance	Fee	\$0.00	\$150.00	\$780.00	\$0.00	\$0.00	\$1,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,830.00
Task 3 - CCDD Certification and Facility Acceptance Paperwork	Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 4 - Soil Management Plan, Specifications and Health & Safety (Hazard Communication)	Fee	\$0.00	\$300.00	\$1,300.00	\$0.00	\$0.00	\$380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,980.00
Task 5. Prepare Plats, Legal Descriptions and Survey	Hours	1	1	25	0	0	14	0	0	0	0	0	0	0	0	0	41
Task 6. IEPA 401 Permitting	Fee	\$190.00	\$150.00	\$3,250.00	\$0.00	\$0.00	\$1,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,920.00
Task 7. USACE Permitting	Hours	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
BASE PROPOSAL TOTALS	Fee	\$380.00	\$6,000.00	\$0.00	\$5,865.00	\$0.00	\$8,075.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,320.00
	Hours	4	54	41	59	0	135	0	0	0	0	0	0	0	0	0	293

Soil Boring Allowance - TSC \$0.00
 Environmental Testing & Laboratory Allowance \$1,813.00
 Plats/Easements Sub-Consultant Services (BCA) \$11,950.00
 Reimbursable Expenses \$518.00
 Total Direct Costs = \$14,281.00
 Total Contract Amount = \$48,081.00



V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. FACSIMILE TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

12. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.

15. CONSTRUCTION STAKING PROVISIONS

- a. The destruction of any point(s) labeled C.P. (control point) without the consent of the CONSULTANT will be charged as a non-contract item, at \$300.00 per incident. Control points will be marked, highly visible and identifiable by a "pig-pen" or "triple lath" configuration surrounding each control point.
- b. CONSULTANT will require a minimum of 48 hours notice for scheduling of survey crews. Once the crew is on site, crew will return for as long as required to finish the requested work. ADDITIONAL WORK given to crew, while crew is on-site, will be performed in a minimum of 48 hours. Scheduled surveying requests shall constitute a minimum of 4 hours of field work.
- c. It is understood that it is the CLIENT's responsibility to notify the CONSULTANT (in writing) of any and all revisions to the contract documents. Current blue-line drawings for the project shall be supplied to CONSULTANT by CLIENT.
- d. If underground utility lines and/or curb lines are incorrectly constructed, and the CONSULTANT's stakes are claimed to be the source of error, the stakes in question MUST BE IN THE GROUND as set by the CONSULTANT in order that a re-verification of the location of the stakes can be accomplished.
- e. The CONSULTANT must be notified in writing within 24 hours of any potential staking error by the CLIENT so that the CONSULTANT may assess and verify the cause of the error. No claims shall be made as a result of a staking error against the CONSULTANT without the foregoing notification of the error in writing as specified.
- f. It is understood that the CONSULTANT will set offset stakes one time only, except as otherwise provided in this Agreement. A loss of a stake or stakes due to construction, vandalism, or an act of god will be replaced as an additional service to this Agreement. If the CONSULTANT is called upon to check or verify stakes that he has placed in the ground, and if it is found that those stakes were located and marked according to plan, the CONSULTANT's services will be considered an additional service to this Agreement.
- g. It is understood that it is not the responsibility of the CONSULTANT to verify the horizontal and/or vertical alignment of utility structures after they are built. Such services, should they be required by the CLIENT or the CONTRACTOR, will be provided as an additional service to this Agreement.
- h. CONSULTANT reserves the right to rely on the accuracy of the contract documents and is not responsible for the discovery of any errors or omissions that may exist on the contract documents.



V3 COMPANIES BILLING RATE SCHEDULE

(Rates effective January 1, 2016 through December 31, 2016)

<u>Description</u>	<u>Hourly Rate</u>
Principal/Division Director	200.00
Operations Director	190.00
Senior Project Manager	190.00
Senior Estimator	180.00
Superintendent	160.00
Resident Engineer II	150.00
Senior Ecologist	150.00
Project Manager	145.00
Resident Engineer I	135.00
Senior Project Engineer	130.00
Project Engineer	120.00
Project Scientist	110.00
Project Surveyor III	110.00
Senior Technician	105.00
Engineer III	100.00
Scientist III	100.00
Project Surveyor I/II	95.00
Technician III	95.00
Engineer I/II	95.00
Scientist I/II	90.00
Field Ecologist	80.00
Technician I/II	75.00
Administration	60.00
Survey Crew*	167.00

*Time is charged portal to portal



ORDINANCE NO. _____

**AN ORDINANCE VACATING A STREET OR ALLEY,
OR PART THEREOF, PURSUANT TO CHAPTER 30 OF THE CITY CODE
(Filisky Corporation – East-West Alley)**

WHEREAS, a Petition to Vacate was filed by Gregory Filisky President of Filisky Corp. DBA Dales Place, Petitioner, 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 15 of the Clerks Re-Subdivision of the Northeast ¼ of Section 4, Township 19 North, Range 11 West; thence proceed due North 15 feet to the South line of Lot 9 of Fredricka Stuebe Heirs Sub; thence proceeding Westerly along the South line of Said Lot 9 to the Southwest corner of said Lot 9; thence proceeding Southerly 15 feet to the Northwest corner of Lot 14 of the Clerks Re-Subdivision of the Northeast ¼ of Section 4, Township 19 North, Range 11 West; thence proceeding Easterly along the North line of said Lot 14 and the North line of Lot 15 of said Clerks Re-Subdivision of the Northeast ¼ of Section 4, Township 19 North, Range 11 West to the Northeast corner of said Lot 15 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 November 8, 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 \$1,212.00 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 \$1,212.00 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: Filicsky Corporation as owner of the property with PIN 23-04-219-019-0060 (commonly known as 904 N. Griffin Street, Danville, Illinois 61832).

PASSED this 15th day of November, 2016, by ____ Ayes, ____ Nays, and ____ Absent.

APPROVED:

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Report from Staff re: Petition to Vacate Alley
Gregory Filicky-Alley Vacation near 1217 E. Fairchild 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*
Urban Services - Director David Schnelle	Reviewed**

*Public Works has met with Mr. Filicky and we do not object to the petition, provided he installs a minimum 12' gate in any fence that is constructed and provides for City vehicles to have access across the vacated portion to service the N/S alley.

**If PW maintains the continuation of the alley to the west, this would create a dead end alley as the north south leg is unimproved. I would suggest that the City needs to be granted a permanent ingress-egress easement over the vacated portion to maintain the remaining leg.

4. The names and residence address(es) of the persons(s) and entities, in addition to the Petitioner(s), who is/are entitled to notice of the public hearing as provided in §30.10 (B) of the Code of Ordinances of the City of Danville is/are as follows:

(A) Each owner of record of real estate abutting on the street or alley or part thereof, sought to be vacated:

Shelby Siscily A, at 1215 E Fairchild and Mennenga,
Mentyn and Phyllis at 1213 E Fairchild

(B) Each owner of record of real estate abutting on any part of the same street or alley which is situated in the same city block but which does not about the street or alley, or part thereof, sought to be vacated:

None

5. The identity of the owners of record of all parcels of real estate abutting on the street or alley, or part thereof, sought to be vacated, who shall pay to the City the compensation required under Section 30.10 of the Code of Ordinances of the City of Danville, and the proportions, if any, in which such compensation shall be paid by more than one owner is/are as follows:

Name

Proportion (%)

Gregory Filicky President Filicky Corp. DBA Dales Place 100%

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. GF (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):

Gregory Filinsky (signed)

Print Name: Gregory Filinsky

_____ (signed)

Print Name: _____

_____ (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.

Gregory Filinsky

Subscribed and sworn to
before me this 7 day of
October, 2016

megan mudd

Notary Public



Legal Description for Alley Vacation (Greg Filicky – 1217 E Fairchild)

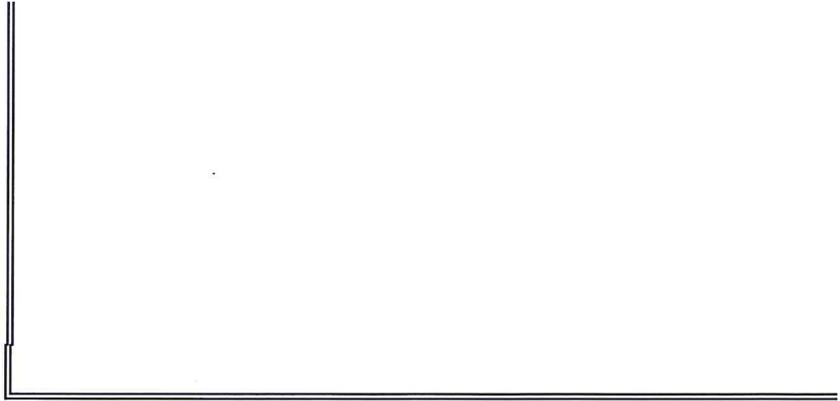
Beginning at the Northeast corner of Lot 15 of the Clerks Re-Subdivision of the Northeast $\frac{1}{4}$ of Section 4, Township 19 North, Range 11 West; thence proceed due North 15 feet to the South line of Lot 9 of Fredricka Stuebe Heirs Sub; thence proceeding Westerly along the South line of Said Lot 9 to the Southwest corner of said Lot 9; thence proceeding Southerly 15 feet to the Northwest corner of Lot 14 of the Clerks Re-Subdivision of the Northeast $\frac{1}{4}$ of Section 4, Township 19 North, Range 11 West; thence proceeding Easterly along the North line of said Lot 14 and the North line of Lot 15 of said Clerks Re-Subdivision of the Northeast $\frac{1}{4}$ of Section 4, Township 19 North, Range 11 West to the Northeast corner of said Lot 15 and the place of beginning. (3,030 square feet)

Map of Potential ROW Vacation 1217 E Fairchild St

Created:
October 7, 2016

0 25 50 100 Feet





ORDINANCE NO. _____

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

WHEREAS, a Petition to Vacate was filed by Vermillion Housing Partners, LP, Petitioner, requesting that the City Council vacate the street or alley, or part thereof, legally described as follows, to-wit:

PROPERTY FORMERLY DEDICATED AS A PUBLIC STREET, COMMONLY KNOWN AS GARDEN DRIVE AND RECORDED IN DEED RECORD VOLUME 806 PAGE 580, BEING ORDINANCE NO. 5795 IN THE OFFICE OF VERMILLION COUNTY RECORDER, AND LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 20 NORTH, RANGE 11 WEST OF THE 2nd P.M., VERMILION COUNTY, ILLINOIS, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE NORTH 00 DEGREES 32 MINUTES 25 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 34 AND PROPERTY NOW OR FORMERLY OWNED BY GEORGIAN HEIGHTS, LLC, RECORDED AS DOCUMENT 06-11915, A DISTANCE OF 1318.14 FEET TO THE NORTHWEST CORNER OF SAID GEORGIAN HEIGHTS LLC PROPERTY; THENCE CONTINUING NORTH 00 DEGREES 32 MINUTES 25 SECONDS WEST, A DISTANCE OF 70.18 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE EAST RIGHT-OF-WAY LINE OF NORTH BOWMAN AVENUE; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 2322.01 FEET, AN ARC DISTANCE OF 335.61, A CHORD BEARING OF NORTH 10 DEGREES 00 MINUTES 04 SECONDS EAST, AND A CHORD LENGTH OF 335.32 FEET TO THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF SAID GARDEN DRIVE AND THE POINT OF BEGINNING; THENCE FOLLOWING THE RIGHT OF WAY LINE OF GARDEN DRIVE THE FOLLOWING COURSES AND DISTANCES:
1) THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE SOUTH 51

DEGREES 25 MINUTES 44 SECONDS EAST, A DISTANCE OF 35.00 FEET;
2) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 87 DEGREES 07 MINUTES 53 SECONDS EAST, A DISTANCE OF 50.00 FEET;
3) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 02 DEGREES 52 MINUTES 07 SECONDS EAST, A DISTANCE OF 5.00 FEET;
4) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, THENCE NORTH 87 DEGREES 07 MINUTES 53 SECONDS EAST, A DISTANCE OF 449.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT
5) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 326.00 FEET, AN ARC DISTANCE OF 256.04 FEET, A CHORD BEARING OF SOUTH 70 DEGREES 22 MINUTES 07 SECONDS EAST, A CHORD LENGTH OF 249.51 FEET TO A POINT OF TANGENCY;
6) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 47 DEGREES 52 MINUTES 07 SECONDS EAST, A DISTANCE OF 142.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT,
7) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET, AN ARC DISTANCE OF 56.68 FEET, A CHORD BEARING OF NORTH 87 DEGREES 07 MINUTES 53 SECONDS EAST, A CHORD LENGTH OF 55.14 FEET;
8) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 42 DEGREES 07 MINUTES 53 SECONDS EAST, A DISTANCE OF 17.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
9) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 274.00 FEET, AN ARC DISTANCE OF 215.20 FEET, A CHORD BEARING OF NORTH 19 DEGREES 37 MINUTES 53 SECONDS EAST, A CHORD LENGTH OF 209.71 FEET;
10) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 87 DEGREES 07 MINUTES 53 SECONDS EAST, A DISTANCE OF 52.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT,
11) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 326.00 FEET, AN ARC DISTANCE OF 256.04 FEET. A CHORD BEARING OF SOUTH 19 DEGREES 37 MINUTES 53 SECONDS WEST, A CHORD LENGTH OF 249.51 FEET;
12) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 42 DEGREES 07 MINUTES 53 SECONDS WEST, A DISTANCE OF 17.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT,
13) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET, AN ARC DISTANCE OF 46.96 FEET, A CHORD BEARING OF SOUTH 06 DEGREES 50 MINUTES 47 SECONDS EAST, A CHORD LENGTH OF 46.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
14) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 274.00 FEET, AN ARC DISTANCE OF 145.33 FEET, A CHORD BEARING OF SOUTH 77 DEGREES 40 MINUTES 25 SECONDS EAST, A CHORD LENGTH OF 143.63 FEET TO A POINT OF TANGENCY;
15) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 87 DEGREES

07 MINUTES 54 SECONDS EAST, A DISTANCE OF 194.84 FEET TO A POINT ON THE WEST LINE OF PROPERTY NOW OR FORMERLY OWNED BY OAK TREE LTD PARTNERSHIP, PER DOCUMENT 12-03438;

16) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AND ALONG SAID OAK TREE LTD PARTNERSHIP PROPERTY, SOUTH 00 DEGREES 33 MINUTES 00 SECONDS EAST, A DISTANCE OF 52.04 FEET;

17) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AND CONTINUING ALONG SAID OAK TREE LTD PARTNERSHIP PROPERTY, SOUTH 87 DEGREES 07 MINUTES 54 SECONDS WEST, A DISTANCE OF 192.73 FEET;

18) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AND LEAVING SAID OAK TREE LTD PARTNERSHIP PROPERTY, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 326.00 FEET, AN ARC DISTANCE OF 179.09 FEET, A CHORD BEARING OF NORTH 77 DEGREES 07 MINUTES 48 SECONDS WEST, A CHORD LENGTH OF 176.85 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT,

19) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AND ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET, AN ARC DISTANCE OF 176.02 FEET, A CHORD BEARING OF NORTH 51 DEGREES 42 MINUTES 38 SECONDS WEST, A CHORD LENGTH OF 133.18 FEET;

20) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 47 DEGREES 52 MINUTES 07 SECONDS WEST, A DISTANCE OF 142.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,

21) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 274.00 FEET, AN ARC DISTANCE OF 215.02 FEET, A CHORD BEARING OF NORTH 70 DEGREES 22 MINUTES 07 SECONDS WEST, A CHORD LENGTH OF 209.71 FEET TO A POINT OF TANGENCY;

22) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 87 DEGREES 07 MINUTES 53 SECONDS WEST, A DISTANCE OF 515.48 FEET;

23) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 40 DEGREES 09 MINUTES 08 SECONDS WEST, A DISTANCE OF 45.03 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH BOWMAN AVENUE;

24) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTHERLY AROUND A CURVE TO THE LEFT, A RADIUS OF 2322.01 FEET, ARC DISTANCE OF 114.89 FEET, A CHORD BEARING OF NORTH 07 DEGREES 16 MINUTES 39 SECONDS EAST, A CHORD LENGTH OF 114.88 FEET TO THE POINT OF BEGINNING, CONTAINING 95,132 SQUARE FEET, OR 2.18 ACRES, MORE OR LESS.

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 November 8, 2016; and,

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

WHEREAS, the compensation to be paid to the City as required by Section 30.10 shall be waived; and,

WHEREAS, all of the other 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: The compensation requirement set forth in Section 30.10 is hereby waived.

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: Unless the deed or other instrument dedicating the street or alley, or part thereof, vacated hereunder 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, title to the land included within the street or alley, or part thereof, so vacated, shall vest in the then owners of the land abutting thereon, in the same proportions and to the same extent, as though the street or alley has been dedicated by a common law plat and as though the fee of the street or alley had been acquired by the owners as a part of the land abutting on the street or alley, namely: Vermillion Housing Partners, LP, an Illinois limited partnership, as owner of the property with PIN 18-34-100-009-0050 (commonly known as 1201-1240 Garden Drive, Danville, Illinois 61832).

PASSED this 15th day of November, 2016, by ____ Ayes, ____ Nays, and ____ Absent.

APPROVED:

By: _____
Mayor

ATTEST:

By: _____
City Clerk

4. The names and residence address(es) of the persons(s) and entities, in addition to the Petitioner(s), who is/are entitled to notice of the public hearing as provided in §30.10 (B) of the Code of Ordinances of the City of Danville is/are as follows:

(A) Each owner of record of real estate abutting on the street or alley or part thereof, sought to be vacated:

Vermillion Housing Partners, LP -

(B) Each owner of record of real estate abutting on any part of the same street or alley which is situated in the same city block but which does not about the street or alley, or part thereof, sought to be vacated:

N/A

5. The identity of the owners of record of all parcels of real estate abutting on the street or alley, or part thereof, sought to be vacated, who shall pay to the City the compensation required under Section 30.10 of the Code of Ordinances of the City of Danville, and the proportions, if any, in which such compensation shall be paid by more than one owner is/are as follows:

<u>Name</u>	<u>Proportion (%)</u>
Vermillion Housing Partners, LP	100%

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. _____ (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):

 _____ (signed)

Print Name: Scott Langan

_____ (signed)

Print Name: _____

_____ (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.





Scott Langran

Subscribed and sworn to
before me this 15 day of
September, 2016.



Notary Public

PROPERTY FORMERLY DEDICATED AS A PUBLIC STREET, COMMONLY KNOWN AS GARDEN DRIVE AND RECORDED IN DEED RECORD VOLUME 806 PAGE 580, BEING ORDINANCE NO. 5795 IN THE OFFICE OF VERMILION COUNTY RECORDER, AND LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 20 NORTH, RANGE 11 WEST OF THE 2nd P.M., VERMILION COUNTY, ILLINOIS, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE NORTH 00 DEGREES 32 MINUTES 25 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 34 AND PROPERTY NOW OR FORMERLY OWNED BY GEORGIAN HEIGHTS, LLC, RECORDED AS DOCUMENT 06-11915, A DISTANCE OF 1318.14 FEET TO THE NORTHWEST CORNER OF SAID GEORGIAN HEIGHTS LLC PROPERTY; THENCE CONTINUING NORTH 00 DEGREES 32 MINUTES 25 SECONDS WEST, A DISTANCE OF 70.18 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE EAST RIGHT-OF-WAY LINE OF NORTH BOWMAN AVENUE; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 2322.01 FEET, AN ARC DISTANCE OF 335.61, A CHORD BEARING OF NORTH 10 DEGREES 00 MINUTES 04 SECONDS EAST, AND A CHORD LENGTH OF 335.32 FEET TO THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF SAID GARDEN DRIVE AND THE POINT OF BEGINNING; THENCE FOLLOWING THE RIGHT OF WAY LINE OF GARDEN DRIVE THE FOLLOWING COURSES AND DISTANCES:

- 1) THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE SOUTH 51 DEGREES 25 MINUTES 44 SECONDS EAST, A DISTANCE OF 35.00 FEET;
- 2) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 87 DEGREES 07 MINUTES 53 SECONDS EAST, A DISTANCE OF 50.00 FEET;
- 3) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 02 DEGREES 52 MINUTES 07 SECONDS EAST, A DISTANCE OF 5.00 FEET;
- 4) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, THENCE NORTH 87 DEGREES 07 MINUTES 53 SECONDS EAST, A DISTANCE OF 449.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT
- 5) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 326.00 FEET, AN ARC DISTANCE OF 256.04 FEET, A CHORD BEARING OF SOUTH 70 DEGREES 22 MINUTES 07 SECONDS EAST, A CHORD LENGTH OF 249.51 FEET TO A POINT OF TANGENCY;
- 6) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 47 DEGREES 52 MINUTES 07 SECONDS EAST, A DISTANCE OF 142.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT,
- 7) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET, AN ARC DISTANCE OF 56.68 FEET, A CHORD BEARING OF NORTH 87 DEGREES 07 MINUTES 53 SECONDS EAST, A CHORD LENGTH OF 55.14 FEET;
- 8) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 42 DEGREES 07 MINUTES 53 SECONDS EAST, A DISTANCE OF 17.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
- 9) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 274.00 FEET, AN ARC DISTANCE OF 215.20 FEET, A CHORD BEARING OF NORTH 19 DEGREES 37 MINUTES 53 SECONDS EAST, A CHORD LENGTH OF 209.71 FEET;
- 10) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 87 DEGREES 07 MINUTES 53 SECONDS EAST, A DISTANCE OF 52.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT,
- 11) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 326.00 FEET, AN ARC DISTANCE OF 256.04 FEET, A CHORD BEARING OF SOUTH 19 DEGREES 37 MINUTES 53 SECONDS WEST, A CHORD LENGTH OF 249.51 FEET;
- 12) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 42 DEGREES 07 MINUTES 53 SECONDS WEST, A DISTANCE OF 17.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT,
- 13) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET, AN ARC DISTANCE OF 46.96 FEET, A CHORD BEARING OF SOUTH 06 DEGREES 50 MINUTES 47 SECONDS EAST, A CHORD LENGTH OF 46.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
- 14) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 274.00 FEET, AN ARC DISTANCE OF 145.33 FEET, A CHORD BEARING OF SOUTH 77 DEGREES 40 MINUTES 25 SECONDS EAST, A CHORD LENGTH OF 143.63 FEET TO A POINT OF TANGENCY;
- 15) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 87 DEGREES 07 MINUTES 54 SECONDS EAST, A DISTANCE OF 194.84 FEET TO A POINT ON THE WEST LINE OF PROPERTY NOW OR FORMERLY OWNED BY OAK TREE LTD PARTNERSHIP, PER DOCUMENT 12-03438;
- 16) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AND ALONG SAID OAK TREE LTD PARTNERSHIP PROPERTY, SOUTH 00 DEGREES 33 MINUTES 00 SECONDS EAST, A DISTANCE OF 52.04 FEET;
- 17) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AND CONTINUING ALONG SAID OAK TREE LTD PARTNERSHIP PROPERTY, SOUTH 87 DEGREES 07 MINUTES 54 SECONDS WEST, A DISTANCE OF 192.73 FEET;
- 18) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AND LEAVING SAID OAK TREE LTD PARTNERSHIP PROPERTY, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 326.00 FEET, AN

ARC DISTANCE OF 179.09 FEET, A CHORD BEARING OF NORTH 77 DEGREES 07 MINUTES 48 SECONDS WEST, A CHORD LENGTH OF 176.85 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT,
19) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AND ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET, AN ARC DISTANCE OF 176.02 FEET, A CHORD BEARING OF NORTH 51 DEGREES 42 MINUTES 38 SECONDS WEST, A CHORD LENGTH OF 133.18 FEET;
20) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 47 DEGREES 52 MINUTES 07 SECONDS WEST, A DISTANCE OF 142.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
21) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 274.00 FEET, AN ARC DISTANCE OF 215.02 FEET, A CHORD BEARING OF NORTH 70 DEGREES 22 MINUTES 07 SECONDS WEST, A CHORD LENGTH OF 209.71 FEET TO A POINT OF TANGENCY;
22) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 87 DEGREES 07 MINUTES 53 SECONDS WEST, A DISTANCE OF 515.48 FEET;
23) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 40 DEGREES 09 MINUTES 08 SECONDS WEST, A DISTANCE OF 45.03 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH BOWMAN AVENUE;
24) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTHERLY AROUND A CURVE TO THE LEFT, A RADIUS OF 2322.01 FEET, ARC DISTANCE OF 114.89 FEET, A CHORD BEARING OF NORTH 07 DEGREES 16 MINUTES 39 SECONDS EAST, A CHORD LENGTH OF 114.88 FEET TO THE POINT OF BEGINNING, CONTAINING 95,132 SQUARE FEET, OR 2.18 ACRES, MORE OR LESS.

Map of Potential ROW Vacation Garden Dr

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0 50 100 200 Feet

