



Rickey Williams, Jr., Mayor

**NOTICE AND AGENDA
PUBLIC WORKS COMMITTEE MEETING**

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

Tuesday, January 14, 2020 – 6:00 PM

1. Call to Order – Roll Call
2. Approve Minutes
3. Approve Agenda
4. Audience Comments
5. Chairman's Comments
6. Approve Payrolls
7. Approve Vouchers Payables
8. Police – Christopher Yates, Chief
 - A. Resolution: Authorizing Budget Amendment in Police (021)
 - B. Resolution: Authorizing Transfer of Funds from State Narcotic Forfeiture Account
 - C. Resolution: Authorizing Budget Amendment in Local Law Enforcement Fund (114)
 - D. Items of Information
9. Public Transportation – Lisa Beith, Director
 - A. Resolution: Approving Professional Services for a Feasibility Study at Danville Mass Transit
 - B. Items of Information
 1. Monthly Report for December 2019
10. Public Works – Carl Carpenter, Director
 - A. Resolution: Rejecting Bid #642 for Ellsworth Park Restroom and Concession Building
 - B. Resolution: Authorizing Agreement with TeeSnap LLC for Point of Sale System for Harrison Park Golf Course
 - C. Resolution: Authorizing Agreement with Norfolk Southern Railway Company and State of Illinois for Railway-Highway Crossing Improvements at Voorhees Street and Bowman Avenue
 - D. Ordinance: Approving Purchase of Real Property for the Jackson and Voorhees Intersection Improvement
 - E. Ordinance: Authorizing the Borrowing of Funds from the Water Pollution Control Loan Program
 - F. Items of Information

PUBLIC WORKS COMMITTEE

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JANUARY 14, 2020

1. Danville Area Transportation Study (DATS) Update
2. H&L Landfill Update
3. Project Updates

11. Closed Session
12. Items of Information
13. Committee Members' Comments
14. Adjournment

PAYROLL REPORT					
WEEKLY					
FOR PERIOD ENDING:	1/7/2020	CHECK DATE	1/10/2020		
	REGULAR		OVERTIME		TOTAL
DEPARTMENT	PAY		PAY		PAY
CENTRAL VEHICLE MAINTENANCE	3,323.25		-		3,323.25
POLICE DEPARTMENT	1,173.03		65.98		1,239.01
STREETS DEPARTMENT	9,241.41		361.64		9,603.05
PARKS & PUBLIC PROPERTY	5,555.98		-		5,555.98
MUNICIPAL POOL	-		-		-
MASS TRANSIT	17,680.17		2,749.54		20,429.71
HARRISON PARK	53.42		-		53.42
SANITARY SEWER	12,506.39		143.45		12,649.84
SOLID WASTE	12,408.92		171.73		12,580.65
TOTAL	61,942.57		3,492.34		65,434.91
BREAKDOWN OF PARKS OT:					
REGULAR OVERTIME - 51002	-				
Maintenance of Buildings - 52011	-			TOTAL	65,434.91
TOTAL PARKS OT	-				

7

City of Danville

DANVILLE, ILLINOIS

SCHEDULE OF VOUCHERS PAYABLE

SUMMARY

January 14, 2020

DISTRIBUTIONS

General Fund (001)		\$	43,376.46
Central Vehicle Maint. (012)	\$	8,243.26	
General City Government (015)	\$	6,767.08	
Legal Services (017)	\$	4,395.85	
Information Technology (020)	\$	6,802.71	
Police (021)	\$	3,687.64	
Fire (022)	\$	2,618.64	
Streets (031)	\$	4,356.43	
Parks & Public Property (051)	\$	5,681.71	
Pool (052)	\$	72.15	
Engineering & Urban Services (060)	\$	750.99	
Fire Pension Fund (098)	\$	140,880.49	
Police Pension Fund (099)	\$	93,920.33	
State Narcotics Forfeiture (104)	\$	160.00	
Community Development Block Grant - CDBG (106)	\$	30,870.00	
Danville Mass Transit (113)	\$	22,876.88	
Capital Improvements (302)	\$	2,765.38	
Community Reinvestment (310)	\$	6,918.33	
Harrison Park Golf Course (401)	\$	5,919.25	
Sanitary Sewer (402)	\$	10,146.89	
Solid Waste Management (405)	\$	15,249.37	
Evidence Holding (607)	\$	2,500.00	
Total		\$	379,545.88

COMPTROLLER

DATE

MAYOR

DATE

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR JANUARY 14, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
01-012-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS CVM	01/06/2020	124970	127.68
01-012-00-52015 - Maintenance of Vehicles	258 - ALLERTON TEST LANE	STATE SAFETY INSPECTIONS FOR MULTIPLE UNITS	12/18/2019	124966	207.00
01-012-00-52015 - Maintenance of Vehicles	1214 - COFFMAN'S TRUCK SERVICE	TOW FOR UNIT #32 - STREET 1 TON	12/31/2019	124990	85.00
01-012-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	TIRE SWAPS FOR SPARES FOR DUMP TRUCKS	01/02/2020	125067	141.00
01-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	SERVICE CALL & TIRE REPAIR JD544J LOADER	12/12/2019	125067	130.00
01-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	CREDIT FOR GEAR ASSEMBLY UNIT #75-DUMP TRUCK	07/17/2019	125044	(631.75)
01-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	CREDIT FOR BRAKE RETURNS	12/23/2019	125044	(170.24)
01-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	VALVE FOR FIRE DEPT. E2	12/27/2019	124997	9.09
01-012-00-53015 - Materials to Maintain Vehicles	888 - KIRBY RISK CORPORATION	LOCKING PLUG FOR FIRE DEPT E4	12/27/2019	125022	50.28
01-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CREDIT FOR CORE DEPOSITS	12/27/2019	125030	(97.50)
01-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	MUFFLER & TAIL PIPE UNIT #44-DUMP TRUCK	12/27/2019	125044	610.00
01-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	SPARE RIMS FOR ALL UNITS	12/27/2019	125044	284.00
01-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	AIR DISC PAD SET FIRE DEPT. E2	12/30/2019	125030	160.41
01-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	SCOTSEAL FOR FIRE DEPT E2	12/30/2019	125030	48.61
01-012-00-53015 - Materials to Maintain Vehicles	1193 - RAHN EQUIPMENT COMPANY	PUMP & MOTOR FOR UNIT #75-DUMP TRUCK	12/30/2019	125039	2,900.00
01-012-00-53015 - Materials to Maintain Vehicles	2465 - DANVILLE RUBBER GROUP	BOLT CLAMP FOR UNIT #75-DUMP TRUCK	01/03/2020	125000	13.50
01-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	EXHAUST PIPE & CLAMP FOR UNIT #44-DUMP TRUCK	01/03/2020	125044	251.90
01-012-00-53016 - Materials to Maintain other Equipment	1323 - MOTION INDUSTRIES INC	BEARINGS/SEALS FOR PARKS JAKE 9016 WHEELS	09/26/2019	125028	273.94
01-012-00-53016 - Materials to Maintain other Equipment	108 - BIRKEYS	PARTS FOR KUBOTA MINI EXCAVATOR	11/26/2019	124983	613.26
01-012-00-53016 - Materials to Maintain other Equipment	1151 - WATSON GENERAL TIRE INC	SERVICE CALL & TIRE REPAIR JD544J LOADER	12/04/2019	125067	243.50
01-012-00-53016 - Materials to Maintain other Equipment	1278 - ALTORFER INC	PARTS FOR PARKS SKIDSTEER CAT257	12/28/2019	124967	185.00
01-012-00-53016 - Materials to Maintain other Equipment	1151 - WATSON GENERAL TIRE INC	NEW TIRES FOR JD544J LOADER	01/03/2020	125067	2,335.72
01-012-00-53017 - Small Tools & Equipment	1278 - ALTORFER INC	PARTS FOR SKIDSTEER CAT299 & CAT257	01/04/2020	124967	143.49
01-012-00-53099 - Other Commodities	1217 - NAPA AUTO PARTS OF DANVILLE	SHOP TOOL-PNEUMATIC DRIVER	12/26/2019	125030	38.33
01-012-00-53099 - Other Commodities	340 - DEPKE WELDING SUPPLIES INC	CYLINDER RENTAL FOR SHOP & SERVICE TRUCKS	12/24/2019	125005	104.40
01-012-00-53099 - Other Commodities	6117 - STOCKFIELD TILTON	Shop Supplies	12/27/2019	125054	75.94
01-012-00-53099 - Other Commodities	399 - FASTENAL COMPANY	SAWZALL BLADES	12/31/2019	125010	81.42
01-012-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	OIL MARKING PENS & RECHARGEABLE BATTERIES	01/02/2020	124971	29.28
01-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	Copier Contract	01/02/2020	125008	809.78
01-015-00-52029 - Professional Services	5315 - STEPHANIE WILSON, PETTY CASH	PETTY CASH REIMBURSEMENT - RECORD ORD# 9231 & 9233	12/23/2019	125052	100.00
01-015-00-52083 - Dues and Subscriptions	1749 - COURT REPORTER	EMAIL MONTHLY SUBSCRIPTION	12/31/2019	124994	12.00
01-015-00-52095 - Billing & Collection Services	310 - DANVILLE SANITARY DISTRICT	UTILITY BILLING FOR NOVEMBER 2019	01/08/2020	125001	5,839.17
01-015-00-54099 - Other Expenditures	6104 - BRIDGEPAY NETWORK SOLUTIONS, LLC.	CREDIT CARD PROCESSING FEES	01/07/2020	124986	6.13
01-017-00-52023 - Legal Services	6160 - PHILIP A. SMALLEY, JR.	ARBITRATION CASE NO 190708-08799	11/29/2019	125036	2,172.00
01-017-00-52084 - Legal Research (Internet)	157 - RELX Inc. DBA LexisNexis	DECEMBER LEXIS SUBSCRIPTION	12/31/2019	125042	405.00
01-017-00-52101 - Service of Summons	1042 - BRUCE STARK	SERVICE OF SUMMONS	12/31/2019	124987	85.00
01-017-00-52101 - Service of Summons	250 - COOK COUNTY SHERIFF'S DEPARTMENT	MUNICIPAL COURT FINES FOR THE MONTH OF DEC	12/31/2019	124993	60.00
01-017-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	STAMPS AND LABELS	12/06/2019	124971	67.02
01-22063 - Due to Village of Tilton	3695 - VILLAGE OF TILTON ATTN:CITY CLERK	MUNICIPAL COURT FINES FOR THE MONTH OF DEC	12/31/2019	125066	170.00
01-22064 - Due to Peer Court	947 - PEER COURT INC	MUNICIPAL COURT FINES FOR DEC 2019	01/08/2020	125035	82.50
01-22065 - Due to Crimestoppers	3228 - VERMILION COUNTY CRIME STOPPERS	MUNICIPAL COURT FINES FOR THE MONTH OF DEC	12/31/2019	125061	82.50
01-22066 - Due to Catlin	3306 - CATLIN POLICE DEPT. ATTN: CLERK	MUNICIPAL COURT FINES FOR THE MONTH OF DEC	12/31/2019	124988	27.28
01-22068 - Due to Oakwood	3429 - OAKWOOD POLICE DEPT.	MUNICIPAL COURT FINES FOR THE MONTH OF DEC	12/31/2019	125033	518.84
01-22069 - Due to Rossville	3394 - ROSSVILLE POLICE DEPARTMENT	MUNICIPAL COURT FINES FOR THE MONTH OF DEC	12/31/2019	125043	20.00
01-22080 - Due to Belgium	4577 - BELGIUM POLICE DEPT.	MUNICIPAL COURT FINES FOR THE MONTH OF DEC	12/31/2019	124978	139.18
01-22084 - Due to Rankin	3397 - VILLAGE OF RANKIN	MUNICIPAL COURT FINES FOR THE MONTH OF DEC	12/31/2019	125064	10.00
01-22086 - Due to Westville	3742 - WESTVILLE POLICE DEPARTMENT	MUNICIPAL COURT FINES FOR THE MONTH OF DEC	12/31/2019	125070	150.00
01-22087 - Due to Ridgefarm	3805 - VILLAGE OF RIDGE FARM ATTN: CLERK	MUNICIPAL COURT FINES FOR THE MONTH OF DEC	01/08/2020	125065	150.46
01-22091 - Due to Georgetown	4418 - GEORGETOWN POLICE DEPT.	MUNICIPAL COURT FINES FOR THE MONTH OF DEC	12/31/2019	125015	207.67

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR JANUARY 14, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
01-22092 - Due to Lynch Fire	2967 - LYNCH FIRE PROTECTION DISTRICT	MUNICIPAL COURT FINES FOR THE MONTH OF DEC	12/31/2019	125025	23.40
01-22098 - Due to Village of Alvin	6168 - VILLAGE OF ALVIN	MUNICIPAL COURT FINES FOR DEC 2019	01/08/2020	125063	25.00
01-020-00-52009 - Computer Service and Supplies	2581 - SHI INTERNATIONAL CORP	HARDWARE FOR ERP SYSTEM UPGRADE	12/24/2019	125047	6,464.00
01-020-00-52041 - Telephone	4748 - COMCAST CABLE	MONTHLY DIGITAL ADAPTER	12/23/2019	124992	12.68
01-020-00-52041 - Telephone	4748 - COMCAST CABLE	SUMMARY BILLING	12/27/2019	124991	326.03
01-021-00-52002 - Printing and Binding	855 - KELLY PRINTING CO INC	OVERTIME PAY REQUEST CARDS	12/16/2019	125020	66.00
01-021-00-52015 - Maintenance of Vehicles	5709 - JAMES JONES	CAR 127 DPD STRIPES & INSTALL DECALS	11/25/2019	125019	500.00
01-021-00-52015 - Maintenance of Vehicles	1214 - COFFMAN'S TRUCK SERVICE	CAR 102 REPLACED LEFT FRONT WINDOW REGULATOR	12/17/2019	124990	175.00
01-021-00-52015 - Maintenance of Vehicles	1214 - COFFMAN'S TRUCK SERVICE	CAR 111 TOWED TO COFFMANS	12/23/2019	124990	55.00
01-021-00-52015 - Maintenance of Vehicles	1214 - COFFMAN'S TRUCK SERVICE	CAR 110 CHECK COOLANT, LEAK @ WATER PUMP	01/02/2020	124990	175.00
01-021-00-52025 - Prisoner Meals	5821 - VERMILION COUNTY SHERIFF	Monthly Share Prisoners Meals	01/01/2020	125062	367.00
01-021-00-52041 - Telephone	42 - AT&T	BOOK-IN LINE/PSB ALARM/CITY HALL	12/25/2019	124973	110.36
01-021-00-52099 - Other Contractual Services	1153 - WATTS COPY SYSTEMS INC	CID COPIER (COPIER CONTRACT)	12/27/2019	125068	240.91
01-021-00-52099 - Other Contractual Services	1018 - SPARKLE CLEAN FULL SERVICE	CAR WASHES DECEMBER 2019	12/31/2019	125050	257.50
01-021-00-52099 - Other Contractual Services	295 - DTI OFFICE SOLUTIONS	COPIER CONTRACT - REPORT WRITING	01/03/2020	125008	32.75
01-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CAR 102 ELECTRICAL CONNECTOR, BOXED CAPSULES	12/26/2019	125030	24.58
01-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CAR 102 BRAKE PADS, HOSE, ROTOR, PARK BRAKE	12/31/2019	125030	636.60
01-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CAR 102 CALIPER BUSHINGS	12/31/2019	125030	9.29
01-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	BERNARDI - EXPERTS PINS, RIFLE PIN	06/14/2019	125040	82.00
01-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	LEIGH - GLOVES	10/01/2019	125040	34.99
01-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	STONEWALL -NIGHT SIGHTS, HOLSTER	11/19/2019	125040	97.19
01-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	BROOKS - PANTS	12/18/2019	125040	179.97
01-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	SHOWPERS - SHIRTS, LEGGINGS	12/18/2019	125040	288.00
01-021-00-53026 - Clothing	1216 - REEVES CO INC	C YATES ENGRAVED NAMEPIN	12/24/2019	125041	16.46
01-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	BUTCHER - GLOVES - LINE OF DUTY	01/02/2020	125040	27.00
01-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	STEPHENS - MOLLE GEAR	01/03/2020	125040	269.96
01-021-00-53099 - Other Commodities	402 - FEDEX	PACKAGE TO IL ATTORNEY CARBONDALE IL	12/26/2019	125012	42.08
01-022-00-51015 - Tuition Reimbursement	2175 - OSF HEART OF MARY MEDICAL CENTER	EMT CLASS - K. ALLEN	12/04/2019	125034	700.00
01-022-00-51015 - Tuition Reimbursement	2591 - UNIVERSITY OF ILLINOIS GENERAL A/R	INSTRUCTOR 1 COURSE @ 4 EMPLOYEES	12/12/2019	125059	1,200.00
01-022-00-52016 - Maintenance of Other Equipment	340 - DEPKE WELDING SUPPLIES INC	OXYGEN CYLINDER	12/31/2019	125005	14.00
01-022-00-52041 - Telephone	42 - AT&T	POOL/PARKS/DWMT/FIRE	12/25/2019	124974	39.21
01-022-00-52099 - Other Contractual Services	295 - DTI OFFICE SOLUTIONS	COPIER CONTRACT 4312355, DECEMBER USAGE	01/02/2020	125008	70.52
01-022-00-53016 - Materials to Maint other Equipment	443 - MUNICIPAL EMERGENCY SERVICES	SCBA WAIST PAD	12/27/2019	125029	177.00
01-022-00-53016 - Materials to Maint other Equipment	6116 - STOCK+FIELD DANVILLE	DEEP WOODS OFF - FOR CLEANING HEADLIGHTS	01/02/2020	125053	5.99
01-022-00-53025 - Clothing for New Hires	702 - RAY O'HERRON CO INC	K ALLEN -NEW HIRE CLOTHING	01/06/2020	125040	312.94
01-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	B RYAN - PANTS(2)	12/30/2019	125040	98.98
01-031-00-52011 - Maintenance of Building	3159 - NATE MOJONNIER PLUMBING, HEATING & COOLING	Maintenance/Repair To PW Garage Heater	12/19/2019	125031	292.00
01-031-00-52099 - Other Contractual Services	2195 - CINTAS CORPORATION #370	MEDICAL SUPPLIES FOR PW FACILITY	12/27/2019	124989	126.17
01-031-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	MULTIPLE LOCATING SERVICES	12/31/2019	125060	1,027.95
01-031-00-53008 - Materials to Maintain Blvd Lights	71 - MOBOTREX, INC	STOCK BASE ASSEMBLY	12/03/2019	125027	560.00
01-031-00-53008 - Materials to Maintain Blvd Lights	71 - MOBOTREX, INC	STOCK FITTING CAPS	12/05/2019	125027	50.00
01-031-00-53008 - Materials to Maintain Blvd Lights	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	STOCK BALLAST FOR STREET LIGHTS	12/10/2019	125051	1,890.80
01-031-00-53015 - Materials to Maintain Vehicles	888 - KIRBY RISK CORPORATION	PARTS TO REPAIR EMULSION TANK	12/09/2019	125022	49.24
01-031-00-53015 - Materials to Maintain Vehicles	6116 - STOCK+FIELD DANVILLE	BOOTS FOR T. THOMAS & TOOLS FOR STREETS CREW	12/18/2019	125053	23.99
01-031-00-53018 - Traffic Control Supplies	425 - FRANKS HOUSE OF COLOR	PAINT SUPPLIES FOR SIGN SHOP	12/12/2019	125013	2.54
01-031-00-53018 - Traffic Control Supplies	6116 - STOCK+FIELD DANVILLE	PAINT & SUPPLIES FOR BARRICADES	12/24/2019	125053	15.94
01-031-00-53099 - Other Commodities	6116 - STOCK+FIELD DANVILLE	BOOTS FOR T. THOMAS & TOOLS FOR STREETS CREW	12/18/2019	125053	129.98
01-031-00-53099 - Other Commodities	340 - DEPKE WELDING SUPPLIES INC	CYLINDER RENTAL FOR SHOP & SERVICE TRUCKS	12/24/2019	125005	52.20

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR JANUARY 14, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
01-031-00-53099 - Other Commodities	340 - DEPKE WELDING SUPPLIES INC	CYLINDER RENTAL FOR STREETS/SEWER	12/24/2019	125005	65.98
01-031-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	OIL MARKING PENS & RECHARGEABLE BATTERIES	01/02/2020	124971	69.64
01-051-00-46054 - Other Recreational Activity	1156 - WDNL-NEUHOFF BROADCASTING	2019 ADVERTISING FOR CHRISTMAS CRAFT FAIR	12/29/2019	125069	500.00
01-051-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP EMPLOYEES FOR PARKS	12/31/2019	125056	252.00
01-051-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	Floor Mats	01/06/2020	124970	7.00
01-051-00-52011 - Maintenance of Building	79 - BACON & VAN BUSKIRK GLASS CO	REPAIR WINDOW SEAL @ PW FACILITY	12/10/2019	124977	285.00
01-051-00-52011 - Maintenance of Building	3159 - NATE MOJONNIER PLUMBING, HEATING & COOLING	Maintenance/Repair To PW Garage Heater	12/19/2019	125031	584.00
01-051-00-52011 - Maintenance of Building	3159 - NATE MOJONNIER PLUMBING, HEATING & COOLING	PLUMBING REPAIR @ TENNIS CENTER	12/26/2019	125031	463.00
01-051-00-52011 - Maintenance of Building	1378 - SENTRY ROOFING INC	REPAIR LEAKS @ FIRE STATION 1	12/31/2019	125046	592.36
01-051-00-52041 - Telephone	42 - AT&T	BOOK-IN LINE/PSB ALARM/CITY HALL	12/25/2019	124973	55.18
01-051-00-52041 - Telephone	42 - AT&T	POOL/PARKS/DMT/FIRE	12/25/2019	124974	230.26
01-051-00-52041 - Telephone	42 - AT&T	PHONE SERVICE/PARKS	12/28/2019	124976	46.88
01-051-00-52088 - Rentals	340 - DEPKE WELDING SUPPLIES INC	CYLINDER RENTAL FOR PARKS	12/24/2019	125005	17.40
01-051-00-52088 - Rentals	359 - BIG R RENT ALL CENTER	RENTAL OF SCISSOR LIFT PW BLDG TO CHANGE BULB	12/30/2019	124982	165.00
01-051-00-52099 - Other Contractual Services	248 - AQUA IL	501 BENSYL AVE.	12/23/2019	124969	23.67
01-051-00-52099 - Other Contractual Services	2195 - CINTAS CORPORATION #370	MEDICAL SUPPLIES FOR PW FACILITY	12/27/2019	124989	126.17
01-051-00-52099 - Other Contractual Services	2195 - CINTAS CORPORATION #370	Medical Supplies for PW Garage	12/27/2019	124989	67.04
01-051-00-53011 - Materials to Maintain Buildings	888 - KIRBY RISK CORPORATION	BATTERY FOR PW BLDG FIRE ALARMS	12/23/2019	125022	49.70
01-051-00-53011 - Materials to Maintain Buildings	3159 - NATE MOJONNIER PLUMBING, HEATING & COOLING	FURNACE REPAIR @ HPCH	12/26/2019	125031	249.00
01-051-00-53011 - Materials to Maintain Buildings	888 - KIRBY RISK CORPORATION	REPLACEMENT BULBS FOR CVM AREA	12/27/2019	125022	373.50
01-051-00-53011 - Materials to Maintain Buildings	888 - KIRBY RISK CORPORATION	REPLACEMENT CEILING FANS/ LOCKER ROOM @ DANVILLE STADIUM	12/27/2019	125022	659.61
01-051-00-53011 - Materials to Maintain Buildings	6116 - STOCK+FIELD DANVILLE	SPRING FOR HPCH OVEN DOOR	12/31/2019	125053	3.97
01-051-00-53013 - Materials to Maintain Other	72 - SITE ONE LANDSCAPE SUPPLY, LLC	PARTS FOR LESCO SPREADERS	01/02/2020	125048	537.19
01-051-00-53017 - Small Tools & Equipment	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	PLUG FOR TRUCK-FIRE STATION #3 & XMAS TREE AT TEMPLE PLAZA	12/18/2019	125051	99.66
01-051-00-53017 - Small Tools & Equipment	425 - FRANKS HOUSE OF COLOR	MARKING PAINT	12/27/2019	125013	6.99
01-051-00-53024 - Gasoline	101 - BERRY'S GARDEN CENTER INC	LEAF A LEGACY TREE	12/20/2019	124979	245.00
01-051-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	GENERAL OFFICE SUPPLIES	01/02/2020	124971	42.13
01-052-00-52041 - Telephone	42 - AT&T	POOL/PARKS/DMT/FIRE	12/25/2019	124974	72.15
01-060-00-52083 - Dues and Subscriptions	2495 - AMERICAN PUBLIC WORKS ASSOCIATION	MEMBERSHIP RENEWAL 3/1/20 - 2/28/21	01/09/2020	124968	525.00
01-060-00-53003 - Office Supplies	60 - ARNOLDS OFFICE SUPPLY	TONER FOR ENGINEERING PRINTER	12/31/2019	124971	225.99
99-098-00-51012 - Fire Pension	300 - DANVILLE FIREMENS PENSION FUND	PUBLIC SAFETY FEE NOV PAYMENT MADE IN DEC.	01/08/2020	124998	140,880.49
99-099-00-51011 - Pension Contributions/IMRF ERI Payment	1005 - DANVILLE POLICE PENSION FUND	PUBLIC SAFETY FEE NOV PAYMENT IN DEC	12/19/2019	124999	93,920.33
104-104-00-54099 - Other Expenditures	5602 - TRANSSION RISK AND ALTERNATIVE DATA SOLUTIONS INC	PERSON SEARCHES - CID	01/01/2020	125058	160.00
106-106-19-54090 - CDBG Community Projects	5826 - DREAMWORKS PROPERTY AND CONSTRUCTION MANAGEMENT,LL	1024 N GILBERT	12/16/2019	125007	19,700.00
106-106-19-54090 - CDBG Community Projects	2103 - DARREN OWENS OWENS EXCAVATING	CDBG DEMO - 1518 RUSSELL	12/19/2019	125002	5,065.00
106-106-19-54090 - CDBG Community Projects	2103 - DARREN OWENS OWENS EXCAVATING	CDBG DEMO - 1519 LYONS	12/19/2019	125002	3,185.00
106-106-19-54090 - CDBG Community Projects	2103 - DARREN OWENS OWENS EXCAVATING	CDBG DEMO 1515 LYONS	12/19/2019	125002	2,920.00
113-113-20-52002 - Printing and Binding	400 - FAULSTICH PRINTING COMPANY	MAPS AND TIMETABLES (15,000)	12/31/2019	125011	4,384.04
113-113-20-52011 - Maintenance of Building	112 - BLACKIES HEATING & COOLING	SERVICE FEE	12/30/2019	124984	79.00
113-113-20-52014 - Maintenance of Office Equipment	295 - DTI OFFICE SOLUTIONS	MAINTENANCE AGREEMENT	01/02/2020	125008	118.24
113-113-20-52015 - Maintenance of Vehicles	340 - DEPKE WELDING SUPPLIES INC	Cylinder Rental	12/24/2019	125005	79.17
113-113-20-52041 - Telephone	42 - AT&T	POOL/PARKS/DMT/FIRE	12/25/2019	124974	53.54

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR JANUARY 14, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
13-113-20-52043 - Postage	393 - EXPRESS PACKAGING SERVICE	DMT POSTAGE	01/06/2020	125009	46.18
13-113-20-52079 - Lease and Rental - DMT	6000 - BEST-ONE OF CENTRAL IL	MOUNT DISMOUNT AND FLAT REPAIR	12/06/2019	124980	84.00
13-113-20-53015 - Materials to Maintain Vehicles	399 - FASTENAL COMPANY	Bus Parts	12/17/2019	125010	3.50
13-113-20-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	BUS PARTS BUS 1329	12/23/2019	124995	633.32
13-113-20-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	BUS PARTS BUS 1329	12/24/2019	124995	602.60
13-113-20-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	RETURN CREDIT	12/24/2019	124995	(52.80)
13-113-20-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	RETURN CREDIT	12/27/2019	124995	(223.53)
13-113-20-53015 - Materials to Maintain Vehicles	6063 - O'REILLY	WIPER FLUID AND BRAKE CLEANER	12/31/2019	125032	57.90
13-113-20-53015 - Materials to Maintain Vehicles	453 - GILLIG CORPORATION	BUS PARTS BUS 819	01/02/2020	125016	1,063.95
13-113-20-53024 - Gasoline	630 - ILLINI FS INC	BIODIESEL	12/31/2019	125018	15,585.28
13-113-20-53041 - Cleaning Supplies	316 - DP SUPPLY INC	Cleaning Supplies	01/02/2020	125006	333.99
13-113-20-53099 - Other Commodities	127 - BOTTS LOCKSMITH	PADLOCK AND KEY FOR GATE	01/02/2020	124985	28.50
02-302-00-54013 - Lease Purchase	2084 - DE LAGE LANDEN PUBLIC FINANCE LLC	CITY TELEPHONE SYSTEM LEASE	12/28/2019	125003	2,765.38
10-310-00-54177 - Community Investment	2103 - DARREN OWENS OWENS EXCAVATING	HAULING DEMO DEBRIS - 812 HAZEL	12/16/2019	125002	750.00
10-310-00-54177 - Community Investment	3042 - BIG O SERVICES	DEMO & HAULING DEBRIS - 433 OAK	12/30/2019	124981	4,859.25
10-310-00-54177 - Community Investment	1278 - ALTORFER INC	PARTS FOR 320 EXCAVATOR	01/04/2020	124967	276.21
10-310-00-54177 - Community Investment	1278 - ALTORFER INC	PARTS FOR CAT320 DEMO EXCAVATOR	01/04/2020	124967	531.22
10-310-00-54177 - Community Investment	1278 - ALTORFER INC	PARTS FOR SKIDSTEER CAT299	01/04/2020	124967	491.01
10-310-00-54177 - Community Investment	1278 - ALTORFER INC	PARTS FOR SKIDSTEER CAT299 & CAT257	01/04/2020	124967	10.64
01-401-00-52030 - Credit Card Company Fee	4715 - TAKE A SHOT LLC	REIMBURSEMENT OF CREDIT CARD PROCESSING FEES	01/08/2020	125055	369.48
01-401-00-52041 - Telephone	42 - AT&T	POOL/PARKS/DMT/FIRE	12/25/2019	124974	39.21
01-401-00-52099 - Other Contractual Services	19 - ALARMAX PAYMENT PROCESSING	SERVICE TO THE ALARM & MONITORING HP PRO SHOP	08/13/2019	124965	84.00
01-401-00-54061 - Commission	4715 - TAKE A SHOT LLC	ADVANCE ON COMMISSION PAYMENT FOR 2020 CALENDAR YEAR	01/08/2020	125055	5,000.00
01-401-00-54061 - Commission	4715 - TAKE A SHOT LLC	COMMISSION 12/23 TO 12/29/19	01/08/2020	125055	426.56
02-402-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS SEWER	01/06/2020	124970	176.68
02-402-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR FOR GENERATOR #2	12/30/2019	125067	24.81
02-402-00-52030 - Credit Card Company Fee	6104 - BRIDGEPAY NETWORK SOLUTIONS, LLC.	CREDIT CARD PROCESSING FEES	01/07/2020	124986	6.13
02-402-00-52041 - Telephone	42 - AT&T	H & L Pump Station	12/25/2019	124972	46.88
02-402-00-52041 - Telephone	42 - AT&T	1705 W WILLIAMS	12/28/2019	124975	222.51
02-402-00-52083 - Dues and Subscriptions	2495 - AMERICAN PUBLIC WORKS ASSOCIATION	MEMBERSHIP RENEWAL 3/1/20 - 2/28/21	01/09/2020	124968	525.00
02-402-00-52095 - Billing & Collection Services	310 - DANVILLE SANITARY DISTRICT	UTILITY BILLING FOR NOVEMBER 2019	01/08/2020	125001	5,839.17
02-402-00-52099 - Other Contractual Services	3159 - NATE MOJONNIER PLUMBING, HEATING & COOLING	Maintenance/Repair To PW Garage Heater	12/19/2019	125031	292.00
02-402-00-52099 - Other Contractual Services	2195 - CINTAS CORPORATION #370	MEDICAL SUPPLIES FOR PW FACILITY	12/27/2019	124989	126.17
02-402-00-52099 - Other Contractual Services	1750 - TRANS UNION LLC	BASIC SERVICE AND TU DESKTOP SERVICE	12/27/2019	125057	47.50
02-402-00-52099 - Other Contractual Services	1399 - SPARKLE CLEAN	CAR WASH-MIKE LANE	12/31/2019	125049	8.75
02-402-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	MULTIPLE LOCATING SERVICES	12/31/2019	125060	1,027.96
02-402-00-52099 - Other Contractual Services	5629 - SCADATA,INC	CELLULAR DATA FOR JAN2020	01/02/2020	125045	90.00
02-402-00-52099 - Other Contractual Services	393 - EXPRESS PACKAGING SERVICE	SHIPPING RTU UNIT FROM WOODLAND TRACE	01/03/2020	125009	93.74
02-402-00-52099 - Other Contractual Services	2983 - LEXISNEXIS RISK SOLUTIONS	DEC 2019 ACTIVITY CHARGES	01/09/2020	125024	75.00
02-402-00-53014 - Materials to Maintain Storm Water	1022 - PRAIRIE MATERIAL	MATERIAL FOR CURB REPAIR-NE CORNER OF WOODBURY & OAK	12/20/2019	125037	217.00
02-402-00-53017 - Small Tools & Equipment	3506 - HAYES INSTRUMENT CO.,INC.	LEVEL RODS FOR ENGINEERING	12/30/2019	125017	411.20
02-402-00-53017 - Small Tools & Equipment	2700 - MENARDS - DANVILLE	REPLACEMENT TAPE MEASURES FOR SEWER CREW	01/03/2020	125026	12.96
02-402-00-53053 - Mat to Maintain Lift Station	5629 - SCADATA,INC	PARTS FOR COMMUNICATIONS OF LIFT STATIONS	12/27/2019	125045	777.00
02-402-00-53099 - Other Commodities	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	STOCK TAPE FOR TV TRUCK	12/20/2019	125051	60.46
02-402-00-53099 - Other Commodities	340 - DEPKE WELDING SUPPLIES INC	CYLINDER RENTAL FOR STREETS/SEWER	12/24/2019	125005	65.97
05-405-00-52015 - Maintenance of Vehicles	5794 - DEDICATED DIESEL SERVICE & REPAIR	STATE SAFETY INSPECTION FOR UNIT #8	12/30/2019	125004	25.00

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR JANUARY 14, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
05-405-00-52030 - Credit Card Company Fee	6104 - BRIDGEPAY NETWORK SOLUTIONS, LLC.	CREDIT CARD PROCESSING FEES	01/07/2020	124986	6.14
05-405-00-52095 - Billing & Collection Services	310 - DANVILLE SANITARY DISTRICT	UTILITY BILLING FOR NOVEMBER 2019	01/08/2020	125001	5,839.18
05-405-00-52099 - Other Contractual Services	6167 - RAGAI MITRY	REIMBURSE FOR APPLIANCE COLLECTION 1/2/20	12/27/2019	125038	10.00
05-405-00-52099 - Other Contractual Services	1750 - TRANS UNION LLC	BASIC SERVICE AND TJI DESKTOP SERVICE	12/27/2019	125057	47.50
05-405-00-52099 - Other Contractual Services	2983 - LEXISNEXIS RISK SOLUTIONS	DEC 2019 ACTIVITY CHARGES	01/09/2020	125024	75.00
05-405-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	GRIPPER KIT FOR UNIT #8-AUTOMATED	12/27/2019	125030	74.75
05-405-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	REGULATOR FOR UNIT # 92-AUTOMATED	12/27/2019	125030	40.44
05-405-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	TIRES FOR UNIT #92-AUTOMATED	12/27/2019	125067	1,218.75
05-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	SPARE FOR GARBAGE TRUCKS	01/06/2020	125044	125.00
05-405-00-53015 - Materials to Maintain other Equipment	3821 - KEY EQUIPMENT & SUPPLY CO	MOTOR FOR SWEEPER #2	12/19/2019	125021	6,769.24
05-405-00-53016 - Materials to Maint other Equipment	3821 - KEY EQUIPMENT & SUPPLY CO	Parts for Sweeper #1	12/19/2019	125021	693.74
05-405-00-53026 - Clothing	4951 - FULL SOURCE LLC	WINTER COAT FOR E. QUICK	12/26/2019	125014	57.88
05-405-00-53099 - Other Commodities	340 - DEPKE WELDING SUPPLIES INC	CYLINDER RENTAL FOR SHOP & SERVICE TRUCKS	12/24/2019	125005	52.20
05-405-00-53099 - Other Commodities	2195 - CINTAS CORPORATION #370	MEDICAL SUPPLIES FOR PW FACILITY	12/27/2019	124989	214.55
07-607-00-54099 - Other Expenditures	6162 - KYLE SLATE	EVIDENT HOLDING RETURN	12/30/2019	125023	2,500.00
11-711-00-54037 - Blight Removal	966 - DANIEL L RIBBE TRUCKING INC	APP DEMO 5 WISCONSIN	12/20/2019	124996	3,962.50
Grand Total					379,545.88

RESOLUTION NO. 2020-

A RESOLUTION AMENDING POLICE DEPARTMENT BUDGET (021)

WHEREAS, during the 2019-2020 budget process the administration did not anticipate paying similar expenses from the Police Department budget as in prior years; and

WHEREAS, the expenditures associated with the maintenance of vehicles, court time, state mandatory training, contractual services, equipment for new hires and contractual clothing allowance for serving officers exceed the 2019-20 budgeted amount; and

WHEREAS, a budget amendment is necessary to effectively increase the previously mentioned expenditure line items in the Police Department budget.

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

1. The FY 19-20 Police Division budget be amended as follows:

Increase	001-021-00-53026 – Clothing	\$10,000.00
Increase	001-021-00-52099 – Other Contractual Services	\$2,000.00
Increase	001-021-00-51003 – Court Time	\$8,000.00
Increase	001-021-00-52016 – Maintenance Equipment	\$4,200.00
Increase	001-021-00-52051 – Travel/Training	\$7,600.00
Increase	001-021-00-53025 – Clothing for New Hire	<u>\$7,200.00</u>
		\$39,000.00

- 2. The amount of \$39,000.00 shall come from the General Fund Reserve.
- 3. The Mayor and City Comptroller shall be authorized to execute all documents.
- 4. This resolution shall take effect upon its passage and publication.

PASSED this 21st day of January, 2020 by __Ayes, __ Nay, __ Absent.

APPROVED:

BY: _____
Mayor

ATTEST:

BY: _____
City Clerk

RESOLUTION NO. 2020-

A RESOLUTION TRANSFERRING FUNDS FROM THE STATE NARCOTIC FORFEITURE ACCOUNT

WHEREAS, the State Narcotic Forfeiture Account (104-11001) was established for the purpose of securing monies seized from illegal narcotics assets for the Danville Police Department to combat illegal narcotic trafficking, sales and use under the Cannabis and Controlled Substance Act

WHEREAS, the State of Illinois, 725 ILCS 150/13.2 (1) (i) Drug Asset Forfeiture Act permits police departments to spend funds seized for the purpose of enforcement of violations of this Act, drug prevention at schools or cameras to prevent violent crimes.

WHEREAS, the Police Department has made and will make additional qualified purchases of equipment to include equipment (squad car accessories) for special units; and

WHEREAS, the amount of \$17,000.00 be transferred from State Narcotic Forfeiture Account (104-11001) to Other Expenditures (104-104-00-54099); and

WHEREAS, a budget amendment is necessary to effectively increase the Other Expenditures line item.

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

1. The FY 19-20 budget be amended as follows:

Increase	104-104-00-54099 - Other Expenditures	\$ 17,000.00
----------	--	---------------------
2. The amount of \$17,000.00 shall come from the State Narcotic Forfeiture Account.
3. The Mayor and City Comptroller shall be authorized to execute all documents.
4. This resolution shall take effect upon its passage and publication.

PASSED this 21st day of January, 2020 by __ Ayes, __ Nay, __ Absent.

APPROVED:

BY: _____
Mayor

ATTEST:

BY: _____
City Clerk

RESOLUTION NO. 2020-

A RESOLUTION AMENDING THE BUDGET OF THE LOCAL LAW ENFORCEMENT FUND (114)

WHEREAS, the 2017 City of Danville Edward Byrne Memorial Justice Assistance Grant (JAG) provides funding to local units of government for law enforcement purposes; and,

WHEREAS, the City of Danville entered into an agreement with the County to be the grant recipients for the 2017 Edward Byrne Memorial Justice Assistance Grant (JAG); and

WHEREAS, the grant amounts were not known at budget time to adequately enter the revenue and expense amounts in the budget; and

WHEREAS, a budget amendment is necessary to effectively account for the revenue and expenditures for the 2017 Edward Byrne Memorial Justice Assistance Grant (JAG). .

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

- 1. The FY 19-20 Law Enforcement Grant Fund budget be amended as follows:

<u>Expense</u>		
Increase	114-114-17-54099 - Other Expenditures	\$18,148.00

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

PASSED this 21st day of January, 2020 by __Ayes, __ Nay, __ Absent.

APPROVED:

BY: _____
Mayor

ATTEST:

BY: _____
City Clerk

RESOLUTION NO. 2020 - _____

A RESOLUTION APPROVING PROFESSIONAL SERVICES FOR A FEASIBILITY STUDY AT DANVILLE MASS TRANSIT

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 Planning Work Program adopted by various member agencies of the DATS; and,

WHEREAS, Danville Mass Transit is in need of a study to identify how we can utilize our existing land for upgrades to the administrative and maintenance facilities, or if we need to procure additional property to accommodate our growth; and,

WHEREAS, a request for proposals was issued to firms qualified to conduct the study and through an evaluation process, a preferred consultant was selected to perform the study.

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

1. The attached agreement for professional services between The City of Danville / Danville Mass Transit and Farnsworth Group is hereby approved for an amount not to exceed \$30,000; 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 116-116-52029-19.

PASSED this 21st day of January, 2020 by _____ ayes, _____ nays, and _____ absent.

APPROVED:

BY: _____

Mayor

ATTEST:

BY: _____

CITY CLERK

9-B-1



Date: January 14, 2020
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 December 2019 was 49,837.
- The ADA ridership report for November was 665 rides.
- Revenue for the month of December was \$28,060.71.

Items of Information:

- Plenty of positive feedback about the route changes.
- Maps have been distributed to numerous organizations and businesses.
- All of our information has been submitted to the contractors who will be conducting our Triennial Review for FTA in June.



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

MONTHLY REVENUE RECORD

December 2019

REVENUE TYPES:	Farebox	Subs.	Ticket Sales	Adv.	Misc.	G-Town Route #9	Daily Total
December dates							
1							\$0.00
2	\$1,320.06		\$430.23				\$1,750.29
3	\$773.51		\$493.75				\$1,267.26
4	\$753.13		\$332.50				\$1,085.63
5	\$669.34		\$1,187.00				\$1,856.34
6	\$806.97		\$281.00				\$1,087.97
7							\$0.00
8							\$0.00
9	\$1,156.86		\$634.00				\$1,790.86
10	\$723.52		\$445.00				\$1,168.52
11	\$645.40		\$422.00				\$1,067.40
12	\$618.73		\$335.00				\$953.73
13	\$635.88		\$115.00				\$750.88
14							\$0.00
15							\$0.00
16	\$1,230.02		\$474.50		\$47.40		\$1,751.92
17	\$694.93		\$260.00				\$954.93
18	\$674.69		\$275.00				\$949.69
19	\$732.04		\$310.00				\$1,042.04
20	\$727.69		\$160.50				\$888.19
21							\$0.00
22							\$0.00
23	\$1,141.77		\$236.50	\$1,555.00			\$2,933.27
24							\$0.00
25							\$0.00
26	\$1,357.06		\$2,115.00				\$3,472.06
27	\$686.60		\$168.50				\$855.10
28							\$0.00
29							\$0.00
30	\$1,129.21		\$384.00				\$1,513.21
31	\$661.92		\$259.50				\$921.42
Totals	\$17,139.33	\$0.00	\$9,318.98	\$1,555.00	\$47.40	\$0.00	\$28,060.71
TOTAL REVENUE	\$17,139.33	FB & Subs	\$9,318.98	\$1,555.00	\$47.40	\$0.00	\$28,060.71

Monthly Ridership by Route

	2019												Y-T-D TOTALS	MONTHLY AVG.	% OF TOTAL RIDERSHIP
	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC			
1 GRANT/LOGAN	2045	2242	2092	2103	2224	2135	2251	2496	2310	2243	1854	2003	25998	2167	4.3%
2 GILBERT	6580	6816	6962	6532	6677	6648	7175	8069	7035	8100	6830	7312	84736	7061	13.9%
3 VERMILION	3401	3717	4002	3857	4023	3778	4335	4741	4139	4872	4181	4167	49213	4101	8.1%
4 BOWMAN	7914	8254	8619	8356	9017	8599	9569	10481	9539	10679	8882	9342	109251	9104	18.0%
5 FAIRCHILD	675	840	823	724	778	798	843	937	795	882	881	928	9904	825	1.6%
6 MAIN/FAIRCHILD	7665	8574	7712	7929	9025	7317	8446	9262	8447	9433	8585	8225	100620	8385	16.6%
7 WILLIAMS/MAIN	5020	5243	5016	4767	5260	5032	5231	5705	5175	5282	4664	4668	61063	5089	10.0%
8 DOUGLAS PARK	1832	2204	2107	2069	2281	2064	2391	2432	2421	2796	2349	2195	27141	2262	4.5%
9 GEORGETOWN	475	518	535	597	605	629	713	731	749	711	528	491	7282	607	1.2%
11 VERMILION	3389	3479	3669	3821	3640	3510	3864	4082	3638	4137	3371	3498	44098	3675	7.3%
12 HEIGHTS/S. DVILLE	922	987	983	1126	1043	1051	1111	1142	1137	1347	993	902	12744	1062	2.1%
13 TILTON	608	746	657	776	830	682	709	859	802	960	762	801	9192	766	1.5%
44 CROSSPOINT EXPRESS	398	424	484	486	480	418	423	448	434	482	390	357	5224	435	0.9%
10 DANVILLE/CHAMPAIGN	2017	2137	2107	2398	2377	2299	2519	2594	2249	2467	2213	2229	27606	2301	4.5%
14 LYNCH	2046	2167	2089	2378	2250	2147	2638	2793	2791	3358	2510	2403	29570	2464	4.9%
15 EVENING SERVICE	299	282	291	413	377	373	391	401	363	358	345	316	4209	351	0.7%
SPECIAL EVENTS						75							75	75	
TOTAL RIDERS	45284	48630	48431	48332	50076	47555	52617	57173	52024	58107	49338	49837	607926	50729	

288308

	2019 ADA												Y-T-D TOTALS	MONTHLY AVG.	% OF TOTAL RIDERSHIP
	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC			
Danville	579	529	644	654	698	594	717	769	675	790	646		7295	663.2	
Westville/Belgium	0	2	0	0	5	5	5	10	5	4	0		36		
Catlin	4	2	4	0	0	11	7	8	8	7	5		56		
Georgetown	0	0	0	0	0	8	10	6	6	14	14		58	5.3	
TOTAL RIDERS	583	533	648	654	703	618	739	793	694	815	665	0	7445	668.5	

RESOLUTION NO. _____

A RESOLUTION REJECTING THE BID FOR THE
ELLSWORTH PARK RESTROOM / CONCESSION BUILDING
BID #642

WHEREAS, the City of Danville has determined the need to replace the Ellsworth Park Concession / Restroom Building as part of the OSLAD grant project; and

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

WHEREAS, only one vendor provided a bid and the bid total exceeded funding resources available; and

WHEREAS, it is in the best interest of the City to solicit additional interested vendors and re-bid the project; and

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

1. All bids for the Ellsworth Park Restroom / Concession Building are hereby rejected.
2. The Mayor and City Clerk are authorized to execute all documents necessary to reject bid 642.
3. This Resolution shall take effect upon its passage and publication in pamphlet form.

PASSED this 21st day of January, 2020, by ___ Ayes, ___ Nays, and ___ Absent.

APPROVED:

BY: _____
MAYOR

ATTEST:

BY: _____
CITY CLERK

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A 1 YEAR AGREEMENT WITH TEESNAP LLC.
FOR A NEW POINT OF SALE SYSTEM FOR HARRISON PARK GOLF COURSE

WHEREAS, the City of Danville operates Harrison Park Golf Course as a public recreational facility; and

WHEREAS, Harrison Park Golf Course operates as an Enterprise Fund with an 18- hole golf facility as its primary recreational activity; and

WHEREAS, Harrison Park Golf Course utilizes a Point of Sale system to collect fees from the public for golf fees, cart fees, memberships, and range fees etc. ; and

WHEREAS, Harrison Park Golf Course and the City of Danville would like to establish an agreement with TeeSnap LLC. on a 1 year contract to utilize their Point of Sale system, computer hardware, and computer software;

WHEREAS, TeeSnap LLC. will provide Harrison Park Golf Course a Point of Sale system, credit card processing service, email service, and website service, under one company, for ease of operations;

WHEREAS, it is determined that TeeSnap LLC will provide an fully integrated product, help create revenue through marketing, and save Harrison Park more on credit card processing fees than Golf Now/Fore Reservations system which Harrison Park Golf Course is currently using;

WHEREAS, it is determined that Harrison Park Golf Course will trade up to 10 online only tee times per day for the fees involved in utilizing the Point of Sale, Email, Website, and Credit Card system provided by TeeSnap LLC.

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

1. The proposal submitted by TeeSnap LLC. will be a one year contract between the City of Danville, Harrison Park Golf Course, and TeeSnap LLC.
2. The Mayor and City Clerk will be authorized to execute all contract documents, including the attached One Year Agreement.
3. This Resolution shall take effect upon its passage and publication.

PASSED THIS _____ DAY OF _____, 2020

AYES _____ NAYS _____ ABSENT _____

APPROVED:

BY: _____
MAYOR

ATTEST:

BY: _____
City Clerk



12/27/2019

1/31/2019

Today's Date

Quote Expires

COURSE INFORMATION

Course Representative

Legal Business Name

Harrison Park Golf Course

Name of Course

1300 W. Voorhees St

Street Address

Danville

IL

61832

City

State

Zip Code

COURSE TYPE (Choose one)

Private

Public

Semi-Private

F&B Only

NUMBER OF HOLES

9

27

18

Other



CUSTOMER AGREEMENT FORM V4.9

Last edited: 10/2/2019

CORE PACKAGE	LICENSES	MSRP	DISCOUNT	TAX %	TAX TOTAL	TOTAL
Teesnap Golf + F&B Software Package (includes Teesnap Access Station) Each License covers up to 6 users	3	10,000	10,000	0	0	0

COMPONENTS/ADD-ONS	INCLUDED	MSRP	DISCOUNT	TAX %	TAX TOTAL	TOTAL
Custom Website + Form Submissions (SM Claiming, SM Syndication, Blog, Online Store)	<input checked="" type="checkbox"/>	1800	1800	0	0	0
Email Marketing Tool (Email Journeys, Marketing Refresh API)	<input checked="" type="checkbox"/>	1000	1000	0	0	0
In Person Training, Installation, and Ongoing Support	<input checked="" type="checkbox"/>	1500	1500	0	0	0
Extra Day(s) of In-Person Training	<input type="checkbox"/>					
Webinar Training	<input type="checkbox"/>					
CORE + COMPONENTS/ADD-ONS TOTAL						0

MARKETING SERVICES	INCLUDED	MSRP	DISCOUNT	TAX %	TAX TOTAL	TOTAL
Managed Accounting Services	<input type="checkbox"/>					
Teesnap Social +	<input type="checkbox"/>					
Managed Marketing Lite	<input type="checkbox"/>					
Managed Marketing Pro	<input type="checkbox"/>					
Managed Marketing Thrive	<input type="checkbox"/>					
Teesnap Messenger Marketing	<input type="checkbox"/>					
PROFESSIONAL SERVICES TOTAL						0

ADDITIONAL HARDWARE	NUMBER INCLUDED	TOTAL MSRP
Thermal Cloud Printer - TSP65411		14300
Impact Cloud Printer - SP742CLOUDPRNT		14300
Thermal Bluetooth Printer - TSP654IIBI-24		0
Cash Drawer - 13"x13"		0
Cash Drawer - 16"x16"		0
TOTAL ANNUAL PRICE DUE		0



PAYMENT & PRICING (Please choose one)

MONTHLY PAYMENT

You agree to pay Teesnap monthly installments of \$ _____ for _____ months, starting on _____.

These payments will now be made by ACH electronic funds transfer, or by a monthly charge to Customer's credit card to be kept on file with Teesnap. Unpaid monthly installments or portions thereof shall carry forward until the entire balance is paid in full.

** All Credit Card payments are subject to an additional 2.75% processing fee that will be added to this payment.*

ANNUAL PAYMENT

You agree to pay Teesnap \$ _____ as a one-time annual payment.

This payment is valid for 1-year use of Teesnap. The terms of this agreement will expire on _____. Future annual payments will be made by ACH electronic funds transfer or by a charge to Customer's credit card to be kept on file with Teesnap.

** All Credit Card payments are subject to an additional 2.75% processing fee that will be added to this payment.*

TEEPAY

Based on the selected products and services, Course agrees to provide Teesnap _____ 10 _____ Player(s) per day as payment.

These players will be available for sale on any day that the golf course is open and has availability throughout the term of this agreement.

UP FRONT PAYMENT

You agree to pay Teesnap an initial installment of \$ _____ due at least two (2) weeks prior to your installation and training.

This payment will be made by ACH electronic funds transfer, check, or a charge to Customer's credit card. Failure to make this payment on time may result in forfeiture of your scheduled installation date.

** All Credit Card payments are subject to an additional 2.75% processing fee that will be added to this payment.*

FORM OF PAYMENT

TEEPAY: TeePay is an alternative payment method that allows the Course to provide Teesnap a mutually agreed upon number of players per day in exchange for products and services. A single "Player" is defined as one (1) individual 18-hole round (with cart) made available for sale by Teesnap for its own benefit. Each Player shall be made available for sale beginning on the first day of the month and will be made available on subsequent days throughout the month. Teesnap will never offer more than the daily agreed upon Player(s) unless otherwise agreed upon by the Customer.

The tee times of the individual 18-hole rounds provided as Player(s) shall be mutually agreed upon. Teesnap shall have the ability to sell Player(s) at a price that is at the discretion of Teesnap (except where mutually agreed upon). Player(s) will be available for purchase on the Customer's website. Teesnap will collect payments for TeePay Times and all applicable taxes directly from golfers.

Throughout the term of this agreement, the Course agrees to use the Teesnap booking portal on their website as the sole provider for online tee time reservations. Additionally, any time where there are tee times available to the public, the Course agrees to ensure those times are available online for purchase through the Teesnap booking portal.



SECTION 1. DESCRIPTION OF SERVICES

- 1.1 Upon implementation of the System, Teesnap will provide Customer with access to its System and the selected services (the "Services") as described on page 2 of this Agreement.
- 1.2 System will be installed on _____ (the "Installation Date").
- 1.3 Teesnap hereby grants Customer a limited, non-transferable, and non-exclusive license to remotely access and use the System solely during the Term (as defined herein) of the Agreement. Except for this limited usage right during the Term, nothing in this Agreement grants Customer any rights, title or interest in the System, Services, or any deliverables provided by Teesnap. Teesnap reserves the right to make changes and updates to the functionality and/or documentation of the System from time to time.

SECTION 2. TEESNAP ACCOUNT

- 2.1 Teesnap may conduct an installation and training session of the System. During this time, Teesnap and Customer will work together to customize Customer's account for the System. This includes, but is not limited to the following:
 - a. Customizing Customer's account with Teesnap;
 - b. Customizing Customer's administrative environment for all related personnel and products;
 - c. Customizing Customer's products, including the cost and retail pricing for each product Customer offers; and
 - d. All other steps required for the operation of the System.
- 2.2 Customer's account will facilitate Customer's use of the System and will allow Customer to receive current reservations, sales related information, and other information pertaining to Customer's relationship with Teesnap.
- 2.3 Teesnap is not and will not be liable for any loss or damage arising from Customer's failure to manage and maintain its account. Each Customer is solely responsible and liable for marketing, selling, pricing, packaging, and provision of any products or services offered through the Services in compliance with all applicable laws, regulations, and rules or industry standards ("Applicable Law"). Teesnap makes no representation or warranty regarding whether a Customer holds any applicable permit, license, registration, or other credential for its business; whether representations by a Customer are true or accurate; or whether a Customer complies with Applicable Law, and Teesnap is not responsible for the quality of the products or services provided by the Customer.

SECTION 3. SYSTEM PARTICIPATION

- 3.1 **Customer Offerings.** To participate in the System, Customer must supply the content and images to describe and illustrate the Customer and its service offerings ("Customer Offerings"), by completing and submitting, or authorizing an agent to complete and submit, the information to Teesnap. Customer Offerings include, but are not limited to, tee time pricing, pricing on retail items, and pricing on food and beverage. Customer is responsible and liable for all Customer Offerings and terms, and for Teesnap's or any purchaser's use or reliance on any of the foregoing.
- 3.2 **Promotion of Golf Course.** Teesnap reserves the right to market the Golf Course Offerings to the Golf Course customers. Teesnap will be responsible for creating and designing the email that will promote and market the Golf Course and the Golf Course Offerings by sending marketing emails to Golf Course customers. The Customer acknowledges and agrees that it will, at all times, be in compliance with the CAN-SPAM Act. This includes, but not limited to, promptly honoring any opt-out/unsubscribe requests received from a customer. Teesnap does not warrant or guarantee the use of the System will result in any particular amount of revenue or profit to the Customer.
- 3.3 **Responsibility for Customer Offering.** Customer represents that all services provided by the Customer for customers booking through the System will be consistent with prevailing industry standards for similar Customers in the area. Customer will be responsible for all customer service with respect to the Customer Offerings. Teesnap shall have no liability for the nature, completeness, or accuracy of information provided by Customer about the Customer Offerings or the fulfillment of the Customer Offerings.
- 3.4 **Processing of Sale.** All sales transactions for the Customer will be processed through the System. Customer agrees that the System will be the exclusive reservation and retail system used by the Customer, and that all golf related commercial activities, including the reservation of calendar for tee times, will be booked through the System during the Term of this Agreement.
- 3.5 **License to Customer's Content.** During the Term of this Agreement, Customer hereby grants Teesnap a non-exclusive, worldwide, transferable, irrevocable, and sub-licensable license to use, copy, distribute, display, and perform any of Customer's content concerning the Customer and the Customer Offerings (including any trademarks, trade names, logos or copyrighted material of Customer to be included in any advertising of the Customer or Customer Offerings) in any and all media or formats in connection with Teesnap's fulfillment of its rights and obligations under this Agreement, including the promotion of the Customer and Customer Offerings.



- 3.6 Customer Data.** Customer acknowledges that it will own all data collected by, or on behalf of, Teesnap pursuant to this Agreement, including all information and data of individuals who may or do purchase the Customer Offerings ("Customer Data"); provided, however, that Teesnap and its affiliates shall have the right to use any such data collected by it for marketing or other purposes. Teesnap affiliates shall not use Customer Data to compete with Customer Offerings, but may use Customer Data to market non-competing products and promotions to course customers. Teesnap shall take commercially reasonable efforts to protect the security of Customer Data and comply with all laws relating to the processing of any Customer Data, including any applicable subscribe/unsubscribe requirements with regard to email communications. If Customer becomes aware of, or suspects, any unauthorized access to or use of Customer Data by Teesnap, Customer shall immediately notify Teesnap and shall cooperate with Teesnap in the investigation of such breach and the mitigation of any damages.
- 3.7 Press Release.** Teesnap may, in its sole discretion, include Customer and the Customer in any press release regarding the Customer Offerings described herein or otherwise identify Customer as one of its Customer clients. Any press release Customer may want to issue which includes Teesnap must be pre-approved in writing by Teesnap prior to release.
- 3.8 PCI Compliance.** Teesnap is and will remain PCI compliant for the life of the product. The annual PCI compliance certification (SAQ) is the sole responsibility of Teesnap. Documentation required for validation of this process or confirmation of completion is available upon request.
- 3.9 Hardware and Data Usage.** Customer agrees to utilize the hardware and cellular data connection exclusively for the purposes set forth in this Agreement. This includes limiting use to authorized apps, websites, and approved add-ons. Teesnap reserves the right to modify, suspend access, and/or pass on fees incurred by Teesnap for excessive data usage.

SECTION 4. PAYMENT TERMS

- 4.1 System Pricing.** In return for the Services and System provided by Teesnap to Customer hereunder, Customer shall deliver the number of Player(s) as set forth on page 2 of this Agreement. In the event that Teesnap is unable to generate enough revenue to cover costs via the Teepay option, Teesnap reserves the right to post double the agreed upon daily allotment but will never sell more than the original total monthly allotment. Additionally, Teesnap will work with the golf course on mutually agreeable alternative payment options.
- 4.2 Additional Fees.** If an ACH Electronic Funds Transfer debit request is not successful; Customer will be subject to a \$15 transaction fee for each occurrence. Additionally, any aged balance beyond 30 days will be subject to a monthly late fee equal to 15% of the balance owed.
- 4.3 Currency.** All payments hereunder shall be in US Dollars (USD) and made by check, credit card, debit card, or ACH electronic transfer. Credit and debit card payments are subject to a processing fee as indicated in this Agreement.
- 4.4 Customer Products Pricing.** All prices for the Customer Offerings shall be established by the Customer. Any price changes to the Customer Offerings shall become effective once loaded into the System.
- 4.5 Customer Sales and Payment Processing.** Teesnap will be responsible for processing all credit and debit card payments from Customer's customers. Customer's name will be displayed on the customer's statement as the sales agent. The System will also track all cash transactions. The Customer shall be responsible for handling and processing of all cash payments.
- 4.6 Payments to Customer.** The third-party payment card processor will process all credit and debit card activities for the Customer. The third-party payment card processor will remit proceeds via Automated Clearing House (the "ACH") to Customer account within two business days.
- 4.7 Taxes.**
 - Taxes Related to Customer Offerings:**

Customer shall be solely responsible for any taxes, levies, duties and/or similar governmental assessments (collectively, "Taxes") of any nature assessable by any jurisdiction whatsoever in connection with the purchase and/or use of Customer Offerings. Customer agrees to hold Teesnap harmless of any liability with respect to any such Taxes.
 - Taxes Related to Teesnap Services:**

If the collection and remittance of Taxes to governmental bodies is applicable on Teesnap Services, Customer agrees to pay Teesnap the amounts to be collected and remitted. Information on assessed and remitted taxes concerning Customer's Teesnap Services will be provided to Customer by Teesnap. Please note that any Taxes collected may be subject to change based on applicable government laws and/or regulations.
- 4.8 Hardware.** During the Term of this Agreement, or any renewal thereof, Teesnap agrees to replace, at no additional cost to Customer, any hardware provided under this Agreement that is deemed defective or inoperable, in Teesnap's sole opinion. Customer will be responsible for

cost of the replacement of any hardware that is damaged by Customer or any of its employees, agents or subcontractors.

- 4.9 Reports.** Teesnap will provide comprehensive reports summarizing Customer's activities for:
- Each Period;
 - All tax related reporting including state, county, and local taxes; and
 - Any other activity designated by Customer.

SECTION 5. TERM AND TERMINATION

- 5.1 Term.** This Agreement is effective as of the Effective Date set forth above and will remain in effect for one (1) year (the "Initial Term"). After the Initial Term and until terminated with 30 days' advance notice by either Party, as provided herein, this Agreement shall be automatically extended for successive one (1) year periods, unless renegotiated prior to end of the Term.
- 5.2 Termination for Convenience.** Either Party may terminate this agreement at any time, with or without further obligation, except for any outstanding and undisputed payments due to a Party, by providing the other Party with ninety (90) days advance written notice.
- 5.3 Termination by Breach of Agreement.** In the event either Party breaches any of the material terms or conditions of this Agreement, and such breach is not cured within thirty (30) days after receipt of written notice specifying the nature of the breach, the non-breaching Party may terminate this Agreement without any further delay or obligation hereunder.
- 5.4 Effects of Termination.** If either Party terminates this Agreement per the provisions of section 5.2 or 5.3, Customer shall i) forfeit any and all pre-paid expenses and fees; Teesnap shall have the right to debit via ACH, or charge a CCoF, for any and all outstanding payments due to Teesnap; to include Early Termination Fees outlined in section 5.5.
- 5.5 Early Termination Fee.** If Customer terminates this Agreement per the provisions of section 5.2, Customer shall pay Teesnap within fifteen (15) days from the date of termination, an early termination fee of fifty percent (50%) of the remaining balance set forth in this Agreement. If Customer is paying via Teepay, Customer shall pay Teesnap, within fifteen (15) days from the date of termination, an early termination fee of one-thousand dollars (\$1,000) per month for each month remaining on the current term. If Customer terminates this Agreement for any reason prior to the Installation Date or within ninety (90) days from the Installation Date, Customer shall pay Teesnap an additional flat fee of one thousand five hundred dollars (\$1,500) as reimbursement to Teesnap for travel expenses.
- 5.6 Equipment Return.** Upon termination of this Agreement for any reason Customer will, within fifteen (15) days from the date of termination, return all equipment leased to Customer by Teesnap. If leased equipment is not returned, or is damaged upon receipt, Teesnap shall have the right to debit via ACH, or charge a CCoF, the full replacement value for the leased equipment.

SECTION 6. MANAGED MARKETING SERVICES

- 6.1 Services.** Customer appoints Teesnap as its exclusive agent to market, provide guidance, and intelligence, and to consult Customer on marketing initiative(s). In this capacity, Teesnap shall have all powers as may be necessary r expedient to carry out the purposes of and the transactions contemplated in this Agreement and will provide such insight as needed, as well as access to Teesnap's Managed Marketing Team.
- 6.2 Teesnap will manage the following Services to Customer:**
- Website Management
 - Online Store Management
 - Email Marketing Management
 - Social Media Management
 - Paid Ads on Social Media
 - Messenger Marketing

Planning Calendar

Customer and Teesnap agree that the planning and communication stage of this Agreement is essential to its success. Both Parties will, to the best of their abilities, meet via electronic meetings or in person to develop the yearly plan. In executing this plan, both Parties also agree that they must work together to make it successful in design and execution.

Website Management

Customer and Teesnap agree that when new pages and new designs are required, both Parties will agree to the branding look and feel of such pages and that new page creation will not exceed four new pages in any given week.



Email Management

Customer and Teesnap agree that Teesnap will provide drafts of emails to Customer and Customer will sign off on drafts before sends. Customer and Teesnap agree that previously signed off on email templates may be sent without approval. Customer agrees that no more than 10 email campaigns will be sent in any given week.

Paid Social Media

Customer and Teesnap agree that Teesnap will have admin privileges to Facebook, Google, and LinkedIn. Customer and Teesnap will agree on budget spend for any given strategy and that Customer's credit card on file will be in good standing for such spending. This spending will be in addition to Teesnap Managed Marketing service cost.

Messenger Marketing

Teesnap will integrate Customer's Teesnap website and Facebook Messenger marketing via the growth tools. Teesnap will engage Customer's audience in accordance with the Facebook Messenger terms and services. Flows and sequences will also be managed in accordance with Facebook's terms of use. In any given week during the year, a limit of one new flow and one new set of sequences will be programmed by Teesnap.

SECTION 7. DISCLAIMER OF WARRANTIES, WAIVER, AND LIMITATION OF LIABILITY

7.1 Disclaimer of Warranties. You expressly understand and agree that your use of the services and all information, products, and other content (including that of third-parties) included in or accessible from the service is at your sole risk. The service is provided on an "as is" and "as available" basis.

Neither Teesnap nor its third-party providers will be liable or responsible for any products or services provided by customer that are a cause of injury or that are unacceptable or do not meet your requirements or expectations.

Except for the express warranties set forth herein, Teesnap and its third-party providers hereby expressly disclaim all express or implied warranties with regard to the services and all information, products, and other content (including that of third-parties) included in or accessible from the services, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement and quality. Teesnap relies upon customers to provide accurate allergen and dietary information and general product safety. Teesnap does not represent or warrant that the information accessible through the services is accurate, complete, reliable, current, or error-free, including, without limitation, menus, nutritional and allergen information, photos, food quality or descriptions, pricing, hours of operation, or reviews. All content in provided for informational purposes only. The reliance on any information provided through the service is solely at your own risk, including, without limitation, nutritional and allergen information.

Teesnap and its third-party providers make no representations or warranties regarding (i) whether the services will meet your requirements; (ii) the reliability, availability, timeliness, suitability, accuracy or completeness of the services; (iii) the results you may obtain by using the services; (iv) whether the operation or use of the services will be uninterrupted or error-free; or (v) whether the quality of the service, or products or service, information or other material purchased or obtained through the services will meet your expectations.

Any material downloaded or otherwise obtained through the use of the services is done at your own discretion and risk and you are solely responsible for any damage to your computer system or device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from Teesnap or a third-party through or from the services will create any warranty not expressly stated in these terms.

You acknowledge that neither Teesnap nor its third-party providers controls the transfer of data over communications facilities, including the internet, and that neither Teesnap nor its third-party providers are responsible for any limitations, delays, or other problems inherent in the use of such communications facilities without limiting the foregoing, neither Teesnap nor its third-party providers warrants or guarantees that any or all security breaches or attacks will be discovered, reported, or remedied, or that there will not be any security breaches by third-parties.

7.2 Limitation of Teesnap's Liability. In no event will Teesnap be liable under any contract, negligence, strict liability, or other theory, for any direct, indirect, special, punitive, incidental, exemplary or consequential damages, including but not limited to damages or lost profits, goodwill, use, data or other intangible losses, even if Teesnap has been advised of the possibility of such damages and even if a remedy set forth herein has failed its essential purpose. To the maximum extent permitted by law, Teesnap's aggregate liability to you or any third-parties in any circumstance is limited to one hundred dollars (\$100 USD).

7.3 State Exceptions. Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, Teesnap's limitation of liability will be limited to the maximum extent permitted by law.

7.4 Reliance on Limitations. Each party acknowledges that the other party has entered into these Terms of Service relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties.

7.5 Force Majeure. Teesnap will not be liable for any failure or delay resulting from any condition beyond its reasonable control, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet



disturbances.

SECTION 8. DATA SECURITY

- 8.1 Data Security Practices.** Customer agrees to use security technologies and techniques in accordance with industry best practices, including those relating to the prevention and detection of unauthorized use and access of systems and networks. A "Security Breach" is any act or omission that results in: (i) the unauthorized access or use of confidential information; or (ii) a breach of the physical, technical, administrative or organizational safeguards put in place by the either Party, that relate to the protection of the security, confidentiality, or integrity of confidential information. In the event of a Security Breach, Customer shall provide Teesnap with the name and contact information for a Customer employee or position which shall serve as Teesnap's primary contact and shall be available to assist Teesnap twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach. To the extent permitted by law and law enforcement authorities, Customer shall notify Teesnap of a Security Breach as soon as practicable by phone and in writing, but no later than twenty-four (24) hours after Customer becomes aware of it. Immediately following Customer's notification to Teesnap of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach.
- 8.2 Data Protection Regulations.** Customer shall, at all times, maintain policies, practices and procedures sufficient to comply with data protection regulations such as the EU General Data Protection Regulation, or the California Consumer Privacy Act (to take effect on January 1, 2020). In the event Customer is found to be in violation of such data protection regulations or similar laws, Customer shall indemnify and hold harmless Teesnap from any claims, demands, or liability arising from Customer's breach or violation of the same.
- 8.3 Modification of Terms.** Teesnap reserves the right to modify any portion of these Terms of Service at any time in its sole discretion by notifying you of any changes by electronic mail, posting of the updated Terms of Service on its Website, or delivering an alert through the Application. The changes will become effective, and shall be deemed accepted by you, upon the effective date stated or initial posting/delivery date (if none is stated) and shall be effective on a going-forward basis. If you do not agree to these Terms of Service or any updated version of the Terms of Service, your sole and exclusive remedy is to terminate your use of the Services.
- 8.4 Miscellaneous.** Any action, claim, or dispute related to these Terms of Service will be governed by the laws of Nevada, excluding its conflicts of law provisions, and controlling U.S. federal law. The Uniform Computer Information Transactions Act will not apply to these Terms of Service. If any provision of these Terms of Service Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms of Service, which will remain in full force and effect. Failure of Teesnap to act on or enforce any provision of these Terms of Service will not be construed as a waiver of that provision or any other provision herein. No waiver will be effective against Teesnap unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Teesnap and Customer, these Terms of Service constitute the entire agreement between you and Teesnap with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between you and Teesnap with respect to the subject matter. The section headings are provided merely for convenience and will not be given any legal import. These Terms of Service will inure to the benefit of our successors and assigns. You may not assign these Terms of Service without our prior written consent. Any information submitted or provided by you to the Services might be publicly accessible. Important and private information should be protected by you.

IN WITNESS WHEREOF, the Parties have agreed to the terms of this Agreement as of the Effective Date.

<hr/> Customer	Teesnap, LLC <hr/>
<hr/> Date	<hr/> Date
<hr/> Signature	<hr/> Signature
<hr/> Printed Name	<hr/> Printed Name
<hr/> Title	<hr/> Title

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
NORFOLK SOUTHERN RAILWAY COMPANY AND THE STATE OF ILLINOIS FOR
RAILWAY-HIGHWAY CROSSING IMPROVEMENTS

WHEREAS, in the interest of public safety the State of Illinois proposes to improve crossing warning signal devices at the crossings of Voorhees Street and Bowman Avenue with the Norfolk Southern Railway; and

WHEREAS, the parties mutually agree to accomplish the proposed improvements through the use of Federal funds which are provided under Federal act, law or appropriation; and

WHEREAS, to facilitate the construction of the proposed improvement, the City of Danville may provide traffic control and warning signs for detours, if required.

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

1. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the attached Agreement.
2. The Mayor is authorized to perform or delegate the duties needed to accomplish this work.
3. This Resolution shall take effect upon its passage and publication.

PASSED THIS 21st DAY OF January, 2020 by __Ayes, __ Nay, __ Absent.

APPROVED:

BY: _____
MAYOR

ATTEST:

By: _____
CITY CLERK

Route: **FAU 6999**
FAU 7045
Section: **18-00354-00-SP**
County: **Vermilion**
Project: **DQKF(597)**
Job No: **C-95-092-18**
Agreement No: **N/A**
DOT/AAR NO. **479854T**
479856G

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
AGREEMENT
for
Railway-Highway Grade Crossing Improvements
Local Public Agency

This agreement, hereinafter referred to as the "Agreement", made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and the Local Public Agency, **City of Danville (Vermilion County)**, State of Illinois, acting by and through its **City Council**, hereinafter referred to as the "LPA" , and the **Norfolk Southern Railway Company (NS)**, hereinafter referred to as the "COMPANY"; collectively referred to as the "PARTIES" and individually referred to as "PARTY".

WITNESSETH:

WHEREAS, in the interest of public safety the STATE proposes to improve crossing warning signal devices, hereinafter referred to as the "Project", at the location listed on the attached Exhibit A, and as shown on the Exhibit A's location map; and

WHEREAS, the parties mutually agree to accomplish the proposed improvements through the use of Federal funds which are provided under applicable Federal act, law or appropriation.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties hereto agree as follows:

SECTION 1. The Project covered under this Agreement shall be subject to all applicable Federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, award of contracts, acceptance of work and procedure in general. The STATE and the COMPANY shall be governed by the applicable provisions of the Federal-Aid Policy Guide, Part 646, dated

December 9, 1991, and any supplements or amendments thereto hereinafter referred to as the "Policy Guide". The COMPANY shall meet the Buy America requirements specified in 23 CFR 635.410. Upon completion of the COMPANY's work, the COMPANY shall sign and return with its Final Invoice, the Certification of Compliance with Buy America, attached hereto as Exhibit B.

SECTION 2. The COMPANY shall prepare the detailed plans (including surveys and other engineering services), and detailed estimates of cost. The detailed plans shall be submitted to the Illinois Commerce Commission (ICC) in accordance with Section 5 of this Agreement and estimates shall be submitted to the STATE for their approval.

SECTION 3. The completed crossing warning devices shall conform to Part VIII of the most current edition of the National Manual on Uniform Traffic Control Devices (MUTCD), including any amendments which may be contained in the Illinois Supplement to the MUTCD. Barrier systems, such as guardrail and impact attenuators should not be used at railroad grade crossings except in extraordinary circumstances. Approval for the erection of any roadside barrier by the COMPANY must be obtained in writing in advance from the LPA. LPA shall notify STATE in writing of such request prior to LPA's approval.

SECTION 4. All required installation work at the grade crossing(s) shall be performed by the COMPANY with its own forces or in accordance with 23 CFR, part 646.216. In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall provide the Department with a list of the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work. Such contracts shall be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to Federal-Aid Projects as well as the Illinois Fair Employment Practices Act and implementing rules and regulations.

SECTION 5. The COMPANY will not begin work without written authorization from the STATE to proceed. If required, the COMPANY shall file a Form 1 or Form 3 Petition of Illinois Administrative Code 1535 with the Illinois Commerce Commission (ICC) showing details of the automatic warning devices herein required, and shall receive approval thereof by X-Resolution C-95-092-18

before commencing with the installation. Upon receipt of authorization from the STATE and the ICC, the COMPANY shall promptly schedule the work set forth in the AGREEMENT and shall notify in writing the AGENCIES listed on EXHIBIT A, a minimum of 21 days before commencing work. Any circuitry, signal or crossing removal and replacement work performed prior to the COMPANY's notification will be considered non-reimbursable.

SECTION 6. The COMPANY shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform. The COMPANY, for performance of its work as herein specified, shall bill the STATE **immediately**, for its share of Preliminary Engineering costs incurred to date upon receiving authorization to proceed with construction, and, may bill the STATE monthly for the STATE's share of the cost of materials purchased, delivered and stored on the COMPANY's property but not yet installed. The materials will become the property of the STATE and must be designated for exclusive use on the Project.

In the event the COMPANY fails to install the stored material within one year of the fully executed agreement date, the State may provide a written notice to the COMPANY, requiring the COMPANY to promptly deliver the stored material to a location indicated in writing by the STATE. Upon delivery, the STATE shall then take possession of said material for the STATE's own use. The delivery of the material to the STATE shall in no way serve to terminate this Agreement or affect the other provisions of this Agreement and in addition shall not affect the COMPANY's right to claim payment for stockpiled material to replace that taken by the STATE. In the event of any loss of material after payment, the COMPANY will replace the material at no cost to the STATE. The storage area of such materials shall be available for STATE inspection upon 24-hour notice.

SECTION 7. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly for the STATE's share of its expense as incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed, plus allowable FHWA approved additives. Reimbursement of labor additives will be limited to only the most C-95-092-18

current direct labor additives, small tools additives, equipment additive rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and FHWA. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles are not eligible for reimbursement on this Project.

The STATE after verifying that the bills are reasonable and proper shall promptly reimburse the COMPANY in accordance with the State Prompt Payment Act (30 ILCS 540/1 et seq.), as currently enacted. Payment under this paragraph shall not be claimed for any progressive invoice totaling less than \$500. The progressive invoices may be rendered on the basis of an estimated percentage of work completed.

The COMPANY, upon the completion of the work, shall, within one hundred twenty (120) calendar days, render to the STATE a detailed final invoice of the actual cost and expense as incurred by it or for its account. After the STATE's representatives have checked the progressive invoices and the final invoice and they have agreed with the COMPANY's representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall promptly reimburse the COMPANY in accordance with the State Prompt Payment Act (30 ILCS 540/1 et seq.), as currently enacted, for the amount of the final invoice, except that for any portion of the final invoice in excess of the estimated cost of such excess costs as shown in Section 6, the STATE may withhold payment of such excess costs until the COMPANY has provided reasonable backup detail as requested by the STATE to justify the additional cost, and the STATE shall promptly review such backup detail as provided by the COMPANY and shall thereafter promptly pay the costs in excess of the estimated costs unless reasonable exception is taken thereto. If the parties cannot reach agreement on reimbursement of the COMPANY's costs above the estimated costs, each Party retains all legal and equitable remedies regarding the payment of same; such reimbursements, however, are subject to the provisions of Section 13 hereof.

All invoices shall be clearly marked as "progressive invoice" or "final invoice", as applicable, and should be sent to:

Illinois Department of Transportation
Attn: Fiscal Control Unit
Bureau of Local Roads and Streets
2300 S. Dirksen Parkway
Springfield, IL 62764

The COMPANY shall maintain, for a minimum of three (3) years after the date of the final bill, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract, which may be stored on electronic files, shall be available for review and may be audited by the AUDITOR GENERAL. The COMPANY agrees to cooperate fully with any audit conducted by the AUDITOR GENERAL and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

After the federal or STATE representatives have audited the expenses as incurred by the COMPANY, including such amounts as may have been suspended from any previous payment, the STATE shall promptly reimburse the COMPANY for the suspended amounts, less the deduction of any item(s) of expense as may be found by the federal or STATE representatives as not being eligible for reimbursement. If the total of the item(s) of expense as may be found by the federal or STATE representatives as not being eligible for reimbursement exceeds the retained percentage plus any amounts which may have been suspended, then the COMPANY shall promptly reimburse the STATE for the overpayment.

SECTION 8. The crossing warning signal system should be placed in service immediately after the installation is completed. The COMPANY shall notify the STATE in writing of the date of the completed installation. The STATE will perform a final inspection upon receiving the written notification.

SECTION 9. When construction of this Project is completed, and so long as State law shall so require, the COMPANY shall maintain at its expense or, by agreement with others, provide for maintenance of the crossing warning signal devices.

SECTION 10. If at any time subsequent to the completion of this improvement, the tracks in the area of the crossing are eliminated for any reason whatsoever, then the said signal system may be removed, relocated and reinstalled at another grade crossing of the COMPANY mutually designated and agreed to by the Parties hereto and subject to the approval of the public authorities having any jurisdiction. The reinstalled signal system shall thereafter be subject to the terms of this Agreement.

SECTION 11. In compliance with the Federal-Aid Policy Guide, dated December 9, 1991, Section 646.210, the railroad work as herein contemplated requires no contribution from the COMPANY, however the COMPANY agrees to contribute ten percent (10%) of the cost of this Project. Per the alternative Federal-State procedure in 23 C.F.R. § 646.220, the STATE will have a representative present at the job site during construction to certify the work and to assure that all work and materials meet the requirements, is complete, acceptable and in accordance with the terms of this Agreement.

SECTION 12. In the event that delays or difficulties arise in securing necessary federal or state approvals, or in acquiring rights-of way, or in settling damage claims, or for any other cause which in the opinion of the STATE render it impracticable to proceed with the construction of the Project, then at any time before construction is started, the STATE may serve formal notice of cancellation upon the COMPANY and this Agreement shall thereupon terminate. In the event of

cancellation, the STATE shall reimburse the COMPANY for all eligible cost and expense incurred by the COMPANY prior to receipt of notice of cancellation and payment by the STATE.

SECTION 13. It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises, as defined in 49 CFR Part 26, shall have maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the disadvantaged business enterprise requirements of 49 CFR Part 26 apply to this Agreement. The COMPANY agrees to take all necessary and reasonable steps to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of this Agreement. The COMPANY, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The COMPANY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the COMPANY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as deemed appropriate.

In the event any work is performed by other than COMPANY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1 et seq.) shall apply. Pursuant to 820 ILCS 130/4, COMPANY is hereby notified "the prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website".

SECTION 14. This Agreement shall be binding upon the Parties hereto, their successors or assigns.

SECTION 15. The COMPANY shall complete all work or shall be responsible that all work is completed by other forces within one year of the date of the fully executed agreement. In the event that all work cannot be completed within one year, the COMPANY shall notify the STATE in writing the cause for the delay before the one-year deadline has expired. Otherwise, the STATE will consider petitioning the Illinois Commerce Commission to order the work to be completed.

SECTION 16. At the time this Agreement was executed, there were funds available for the Project; however, obligations assumed by the STATE under this Agreement shall cease immediately, without penalty or payment beyond that which the COMPANY has already accumulated, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the Project.

SECTION 17. The COMPANY was hereby requested and authorized to accrue costs by the STATE, to perform the necessary preliminary engineering to develop an estimate of cost for the proposed work described on Exhibit A, on **June 8, 2018**. The COMPANY hereby agrees to not invoice the STATE until such time this Agreement is fully executed.

SECTION 18. The COMPANY certifies its correct Federal Taxpayer Identification Number, as indicated on the attached Exhibit C.

SECTION 19. This Agreement shall be construed and interpreted according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

COMPANY: Norfolk Southern Railway

Accepted By: Gregory R. Comstock

Typed name: Gregory R. Comstock

Typed title: Regional VP

Date: 8/17/18

LPA: City of Danville

Accepted By: _____

Typed name: _____

Typed title: _____

Date: _____

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

Omer Osman
Acting Secretary

Date

Joanne Woodworth
Acting Chief Fiscal Officer

Date

Paul A. Loete, P.E.
Director, Highways Project Implementation

Date

Philip C. Kaufmann
Chief Counsel

Date

EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: Norfolk Southern Railway
DOT/AAR No: 479854T 479856G
RR M.P.: 299.87 300.28
Roadway: FAU 6999 FAU 7045
Location: Voorhees St. Bowman Ave.

EXISTING CONDITIONS:

AFLS&G with 1st Generation GCP300 circuitry at both crossings

DESCRIPTION OF WORK TO BE DONE BY RAILROAD FORCE ACCOUNT:

1. Install automatic flashing LED light signals with bells and gates controlled by constant warning time circuitry with event recorder and remote monitor system at both crossings.
2. Incidental work necessary to complete the items hereinabove specified.
3. CFDA Number: 20.205 (Information is available at <http://www.cfda.gov/>)

DESCRIPTION OF WORK TO BE DONE BY THE LPA:

Local Public Agency (LPA) agrees to provide at its expense any necessary advance warning signs and pavement markings as required by the most current edition of the following documents: IDOT Standard Specifications for Road and Bridge Construction, Supplemental Specifications and Recurring Special Provisions, Highway Standards for Temporary Traffic Control, National Manual on Uniform Traffic Control Devices ("MUTCD") and the Illinois Supplement to the MUTCD. When a marked traffic detour is required, the LPA at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic.

No additional work to be performed by the LPA.
Additional work will be performed by the LPA and funded by the Federal Railway-Highway Crossing Program (Section 130) will be under a separate agreement with the STATE.

ATTACHMENTS:

1. Location Map (consisting of two pages)
2. COMPANY's Estimate (consisting of six pages)
3. General Plan Layout (consisting of twenty-three pages)

PROGRAM COST ESTIMATE:

\$ 700,000

RAILROAD COST ESTIMATE:

Total (100.0%) \$ 730,738.00
(To be filled in by the RAILROAD)

Federal Participation (90.0%) \$ **657,664.20**
(To be completed by the STATE)

COMPANY Participation (10.0%) \$ **73,073.80**
(To be completed by the STATE)

LPA Participation (0.0%) \$ **0**
(To be completed by the STATE)

AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

Illinois Department of Transportation

Bill Pearsall, Highway-Railway Safety Engineer
2300 South Dirksen Parkway, Room 005
Springfield, Illinois 62764
(217) 785-2986
william.pearsall@illinois.gov

Norfolk Southern Railway Company (NS)

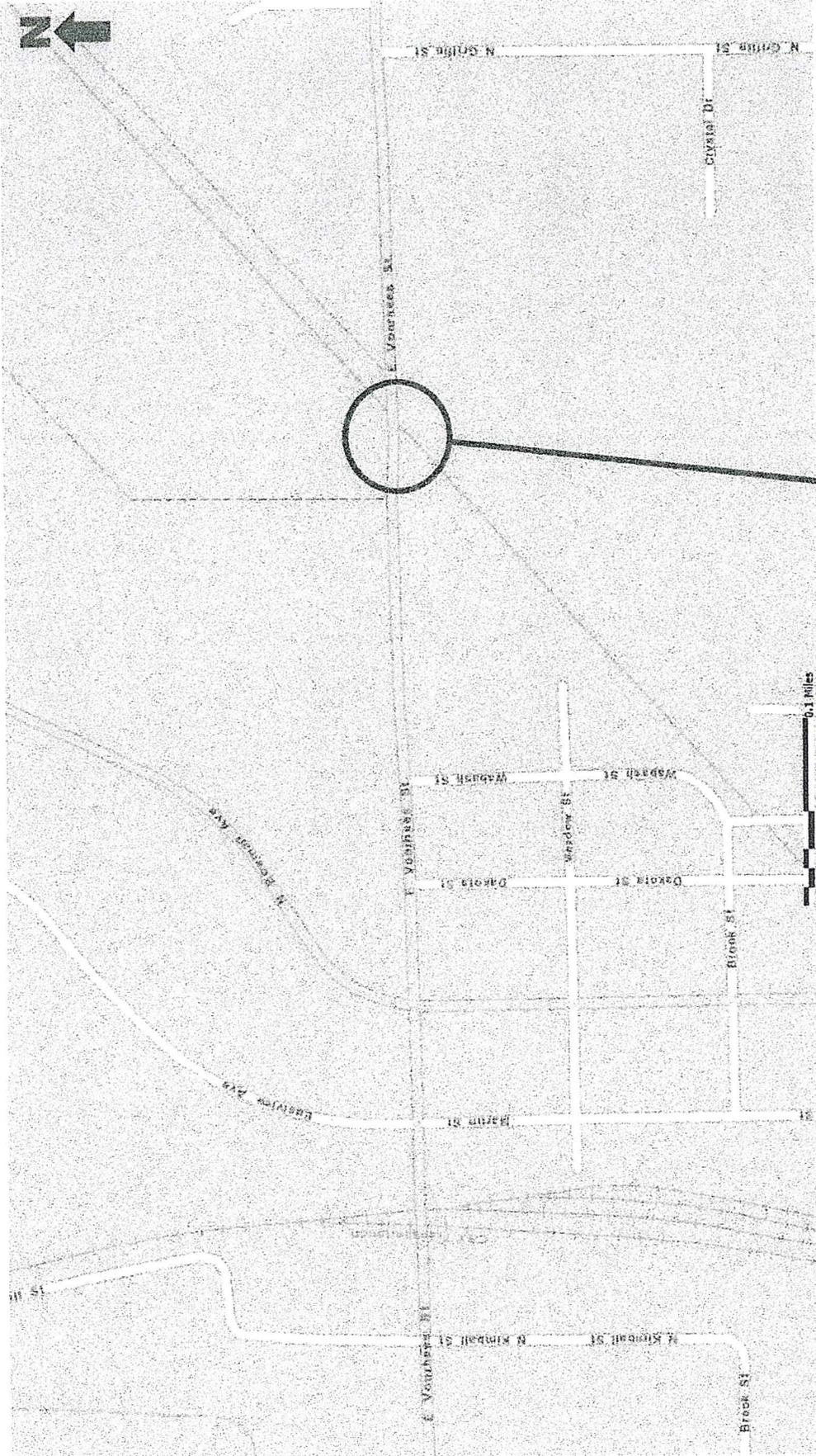
Kurt Young, Grade Crossings Program
1200 Peachtree Street, N.E. - Box 123
Atlanta, Georgia 30309
(404) 529-1234
kurt.young@nscorp.com

City of Danville

Sam Cole, Municipal Engineer
1155 E. Voorhees Street, Suite A
Danville, Illinois 61832
(217) 431-2384
scole@cityofdanville.org

SUBMIT ALL BILLS FOR THE STATE'S SHARE TO:

Illinois Department of Transportation
Attn: Fiscal Control Unit
Bureau of Local Roads and Streets
2300 S. Dirksen Parkway
Springfield, IL 62764



Location Map Voorhees Street (FAU 6999) at the NS Railway Tracks

LPA: City of Danville
 County: Vermilion
 Section No.: 18-00354-00-SP
 Job No.: C-95-092-18
 Project No.: DQKF(597)
 AAR DOT: 479854T
 RR Milepost: 299.87

EXHIBIT B

**ILLINOIS DEPARTMENT OF TRANSPORTATION
BUY AMERICA**

CERTIFICATE OF COMPLIANCE

Agreement No. N/A
Job No. C-95-092-18

WE, _____
(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the "Buy America" requirements of this project.

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance. These file will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title _____
Printed Name _____

_____ day of _____, _____

EXHIBIT C
TIN CERTIFICATION

The COMPANY certifies that:

1. The number shown on this form is the COMPANY's correct taxpayer identification number (or the COMPANY is waiting for a number to be issued to them), and
2. The COMPANY is not subject to backup withholding because: (a) the COMPANY is exempt from backup withholding, or (b) the COMPANY has not been notified by the Internal Revenue Service (IRS) that the COMPANY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the COMPANY, that the COMPANY is no longer subject to back-up withholding, and
3. The COMPANY's person with signatory authority for this Agreement is a U. S. person (including a U.S. resident alien).

Taxpayer Identification Number: 53-6002016

Legal Status

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> D= Disregarded entity |
| | <input type="checkbox"/> C= Corporation |
| | <input type="checkbox"/> P= Partnership |

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PURCHASE OF REAL PROPERTY FOR THE JACKSON & VOORHEES INTERSECTION IMPROVEMENT

WHEREAS, the City of Danville has determined that it is necessary and appropriate to improve and realign the intersection of Jackson & Voorhees; and

WHEREAS, the proposed improvements will require the acquisition of land and demolition of structures at 1231 N. Jackson Street; and

WHEREAS, the Mayor, or his designee, have negotiated certain contracts for the purchase of the real property; and

WHEREAS, the City Council now finds it appropriate and necessary and in the best interests of the City and its residents to authorize the Mayor to execute all documents necessary to acquire the real property; and

WHEREAS, in order to effectuate the purchase of the real property, the requirements of Section 30.07(A) of the Code of Ordinances are to be waived.

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

Section 1: That the City Council hereby adopts as findings and facts, each and every finding recited in the preamble to this ordinance.

Section 2: The execution of the contract and deed to be drafted between the property owners, Seller, and City of Danville, Buyer, providing for the purchase of property are hereby approved. The Mayor and City Clerk are authorized and directed to execute and deliver the same on behalf of the City, and any other documents as may be necessary to complete the transactions. The City Comptroller is hereby authorized and directed to release and pay those funds necessary to complete the transactions.

Section 3. That the requirements of Section 30.07(A) of the Code of Ordinances are hereby waived, and the purchase of the real property at 1231 N. Jackson Street is hereby approved.

Section 4. That this Ordinance shall take effect on its publication in pamphlet form.

Section 5. That the City Clerk is directed to publish this Ordinance after its passage.

Section 6. The provisions of the Ordinance shall take precedence and be interpreted as superseding and other Ordinances or statute in conflict with the provision of the Ordinance.

Section 7. This purchase along fees and costs associated with completion of the transaction shall be paid for from line item 107-107-00-52058 through a line item transfer from line item 107-107-00-52060.

APPROVED: _____
Mayor

PASSED this 21st day of May, 2020 by ___ Ayes. ___ Nays, ___ Absent

ATTEST: _____
City Clerk

CASH CONTRACT

This agreement is dated 1/10/2020 by and between the following parties:

Purchaser:	City of Danville	Seller:	Sage View LLC – Series BP
Address:	17 W. Main S Danville, IL 61832	Address:	2590 Walnut St #60 Denver, CO 80205
Email:	<u>scole@cityofdanville.org</u>	Email:	<u>sales@thousandkeys.org</u>
Telephone:	217-431-2384	Telephone:	<u>844.539.7593</u>

The Purchaser hereby agrees to purchase from Seller, and the Seller agrees to sell to the Purchaser, the following real estate, together with all improvements, fixtures and appurtenances unless specifically excluded herein (the "Property") on the terms stated below:

Property Address: 1231 N. Jackson Street
Located in the County of Vermilion in the State of Illinois.

1. Purchase Price: The Purchase Price shall be \$25,000.00.
2. Closing Date: Purchaser shall render payment in full to Seller no later than January 31, 2020.
3. Payment in full of any remaining amount is due on or before the Closing Date. Good Faith Deposit will be credited to the Purchase Price. Any additional fees, taxes or bills that Seller paid or pays for the Property on the behalf of Purchaser shall be reimbursed by Purchaser to Seller in full on the Closing Date.
4. This is a cash transaction; there is no financing contingency.
5. All closing costs and prepaid items are to be paid by Purchaser, including but not limited to all Taxes, Appraisals, Recording Fees, Surveys, Title Exams, Deed Preparation, and Attorney's Fees. Seller shall be responsible for outstanding and pro-rated real estate taxes up to the date of closing.
6. Seller shall convey title by Special Warranty Deed. Purchaser is responsible for recording the Special Warranty Deed along with any fees, bills, fines or taxes due for the recording and transfer of ownership. If title evidence or survey reveals any defects which render the title unmarketable, Purchaser or closing agent will have seven (7) days from receipt of title commitment and survey to notify Seller of such title defects. Seller will work in good faith to cure any such defects. If any such defects are unacceptable to the buyer, this contract may be cancelled by the buyer by providing notice to the seller prior to the time of closing.
7. Extension due to Deed: Seller may have recently purchased the Property and Seller may be waiting for the Deed from whom they purchased the Property. Seller may extend Closing Date by up to 30 days if the Deed has not arrived by notifying the Purchaser. If for any reason the Seller is not able to provide the Deed to Purchaser, Seller shall return

any deposit made by Purchaser and have no further liability.

8. Conveyance: Seller agrees to convey and Purchaser agrees to accept the Property "AS IS" "WHERE IS" by Special Warranty Deed. No warranty is expressed or implied by Seller including any warranty of habitability. Seller makes no guarantee that the Property is free of debts and will not pay any such debts if any exist. Seller shall not contribute towards any taxes, fines or fees no matter when the tax, fine or debt was incurred. Purchaser is required to pay any and all taxes owed or becoming due, any and all fines or fees owed or becoming due except those stated in section 5 above. The Purchaser agrees to accept the Property "AS IS" subject to any zoning ordinances and regulations, building restrictions and conditions, restrictions and easements of record, including but not limited to any shown in the Deed books or on a recorded plat including any defects or liens, and agrees to hold Seller and Seller's employees and agents harmless for the conditions of the Property known and unknown and any encumbrances known or unknown, such as but not limited to fines, liens, and taxes on the Property.
9. Possession: Purchaser may take possession upon Sellers' or Closing Company's notification of acceptance of payment in full. Purchaser shall not reside in the Property or let anyone else reside unless and until the property is deemed safe and habitable and any requirements for inspections or occupancy certificates are obtained by Purchaser. Closing shall take place at Vermilion County Title in Danville, Illinois.
10. Commission: No commissions are to be paid.
11. Risk of Loss: All risk of loss or damage to the Property by fire, windstorm, casualty, or other causes is assumed by the Purchaser.
12. Default: If Purchaser does not pay the Good Faith Deposit within 3 days of executing this contract or does not pay the Purchase Price in full by the Closing Date, Purchaser shall be considered in default of this contract, and this contract will be considered null and void with Seller retaining any and all deposits made by Purchaser as liquidated Damages with no duty to refund or reimburse Purchaser for any expenses or improvements he has made. If Seller is not able to complete the transaction for any reason, Seller will return any deposits paid to Seller to Purchaser. Purchaser hereby releases Seller of any further liability beyond returning of deposits paid to Seller. Any dispute of this contract shall be heard in the courts of Vermilion County, Illinois unless an alternate location is mutually agreed upon by both Buyer and Seller.
13. This contract cannot be assigned by Purchaser without Sellers written permission.
14. Entire Agreement: This Contract constitutes the entire agreement between the parties and may not be modified or changed except by written instrument executed by all parties hereto. Any previous agreement is considered void with any monies paid under any previous agreement to be considered nonrefundable deposits in this contract.

DS
BD

N/A

WITNESS the following duly authorized signatures as of the dates set forth below:

Purchaser

Print name (and title, if applicable)

Date

DocuSigned by:

E060345E6E1E4BC

Seller
Attorney in Fact, Sage View Holdings

Print name (and title, if applicable)

1/10/2020
Date

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE CITY OF DANVILLE,
VERMILION COUNTY, ILLINOIS, TO BORROW FUNDS FROM THE
WATER POLLUTION CONTROL LOAN PROGRAM**

WHEREAS, the City of Danville, Vermilion County, Illinois, operates its sewerage system (“the System”) and in accordance with the provisions of Article VII, Section 6, Home Rule Article of the Illinois Constitution, and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the MAYOR and CITY COUNCIL of the City (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

Sanitary sewer improvements within the Northwest Sanitary Sewer Service Area Reconstruction to include renovating two existing lift stations, decommissioning an existing lift station, constructing a new lift station with a control building, and rerouting sanitary force mains and gravity sewers. The rerouting will save power and provide a more efficient flow scheme over the existing layout.

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the City, which Project has a useful life of 25 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$ 9,297,400.00, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from the Storm and Sanitary Sewer Fund (Fund 402) and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$ 9,297,400.00 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of Danville, Vermilion County, Illinois, as follows:.

SECTION 1. INCORPORATION OF PREAMBLE

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into the Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City in the aggregated principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$ 9,297,400.00.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the dedicated revenues, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal

and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF CITY

Repayment of the loan to the Illinois Environmental Protection Agency by the City pursuant to the Ordinance is to be solely from the revenue derived from the Storm and Sanitary Sewer Fund (Fund 402), and the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

The MAYOR is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purpose of the Project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. RESERVE ACCOUNTS

As long as the City has outstanding senior bonds that are payable from revenues of the system, the City shall maintain an account, coverage, and reserves equivalent to the account(s), coverage(s), and reserve(s) required by the outstanding ordinance(s).

**SECTION 8. AUTHORIZATION OF MAYOR
TO EXECUTE LOAN AGREEMENT**

The MAYOR is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the MAYOR for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 9. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

PASSED by the City Council at a regular meeting on the ___ day of _____ 2020, by
___ Ayes, ___ Nays, with ___ Absent.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

I, Lisa Monson, do hereby certify that I am the duly appointed by the MAYOR, with concurrence of the City Council, qualified and acting Clerk of the City of Danville. I do further certify that the above and foregoing, identified as Ordinance Number _____, is a true, complete and correct copy of an ordinance otherwise identified as AN ORDINANCE AUTHORIZING THE CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS, TO BORROW FUNDS FROM THE WATER POLLUTION CONTROL LOAN PROGRAM, passed by the City Council of the City of Danville on the _____ day of _____, 2020, and approved by the MAYOR of the City of Danville on the same said date, the original of which is part of the books and records within my control as Clerk of the City of Danville.

Date this _____ day of _____, 2020

Clerk of the City of Danville



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Illinois Water Pollution Control Loan Program (WPCLP) Loan Application

For IEPA's use:
Loan Number: L17 5109
Date Received:

The Loan Application, plus all accompanying materials, should be submitted to the attention of your Project Manager at the address below prior to bidding the project and should reflect the latest pre-bid estimated project costs. Biddable plans and specifications, accompanied by the IEPA Certification of Plans and Specifications, may be submitted with this package or submitted separately prior to bidding the project.

Mail three copies of the Loan Application and two copies of all applicable attachments (page 9) to the attention of your Project Manager at:

Illinois Environmental Protection Agency
Bureau of Water, Infrastructure Financial Assistance Section
1021 North Grand Avenue East
PO Box 19276
Springfield, IL 62794-9276

Please use the guide below to ensure you are including all required materials in your submittal to IEPA.

- Loan Applicant and Project Information – Pages 1 - 6.
- Comprehensive financial projections, including historical information for the last three (3) years and projections for the next five (5) years, starting with the current fiscal year (8 years total). Instructions on page 7.
- All required/applicable attachments – detailed listing on page 9.

Appendix: Ensure you have filled in all boxes and included your signature wherever requested.

- Amount and source of any local funds to be used for project (Pg . 1)
- Intent Regarding National Flood Insurance (Pg. 2)
- Certification Regarding Project Site, Rights - of - Way, Easements and Permits (Pg. 3)
- Taxpayer Identification Number (Pg. 6)
- Executive Compensation Data (5 Officer Form) (Pg. 7)
- Authorization of a Loan Applicant's Authorized Representative (Pg. 8)
- Certification of Information on All Previous Pages (Pg. 9), including
 - Debarment, Suspension and Other Responsibility Matters (Pg. 2)
 - Use of American Iron and Steel Products (Pg. 3)
 - Engineering Services Procurement Report (Pg. 4)
 - Acknowledgement of Fiscal Sustainability Plan (FSP) Requirements (Pg. 5)

Refer to Loan Application Instructions for additional information. Questions? Please contact us:

General questions: Your Project Manager or Heidi.Allen@illinois.gov
Financial questions: Jacob.Poeschel@Illinois.gov
Legal questions: Stephanie.Flowers@illinois.gov



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Illinois Water Pollution Control Loan Program (WPCLP) Loan Application

For IEPA's use:
Loan Number: L17 5109
Date Received:

APPLICANT INFORMATION

Applicant Name: City of Danville

Applicant Address: 17 W. Main St.

City: Danville Zip+4: 61832 County: Vermilion

Mailing Address (if different): 1155 E. Voorhees St., Suite A

City: Danville Zip+4: 61832 County: Vermilion

Applicant type: Municipal County Cooperative Private Other

If Other, enter type here: _____

Facility Name: City of Danville (Discharges to the Danville Sanitary District Sewage Treatment Plant)

NPDES Permit Number (if applicable): 20788

Data Universal Number System (DUNS) Number: 071437586

U.S. Congressional District(s): 15

Illinois Representative District: 104 Illinois Senate District: 52

PROJECT INFORMATION

Project Title: Northwest Sanitary Sewer Service Area Reconstruction

Project Address: _____

City: Danville Zip+4: 61832 County: Vermilion

County or Counties Served by Project: Vermilion

U.S. Congressional District(s): 15 Same as applicant

Illinois Representative District: 104 Illinois Senate District: 52

Is this a multi-phased project? Yes No

If yes, include previous loan number: _____

CONTACT INFORMATION

Loan Applicant's Authorized Representative (please refer to application instructions)

Name: Rickey Williams, Jr. _____

Title: Mayor _____

Phone: (217) 431-2400 Cell Office

Email: mayor@cityofdanville.org _____

Project Engineer

Name: Lee Bloome, P.E. _____

Firm: Hanson Professional Services Inc. _____

Address: 1525 South Sixth Street

Phone: (217) 747-9254 Cell Office

Email: LBloome@hanson-inc.com _____

Attorney

Name: Charles Mockbee IV _____

Firm: City of Danville _____

Address: 17 W. Main St.
Danville, IL 61832

Phone: (217) 431-2296 Cell Office

Email: cmockbee@cityofdanville.org _____

Finance Director

Name: Ashlyn Massey _____

Firm: City of Danville _____

Address: 17 W. Main St.
Danville, IL 61832

Phone: (217) 431-2302 Cell Office

Email: amassey@cityofdanville.org _____

Other (describe role) City Engineer

Name: Sam Cole, PE _____

Firm: City of Danville _____

Address: 1155 E. Voorhees St., Suite A

Phone: (217) 431-2384 Cell Office

Email: scole@cityofdanville.org _____

4. List any other proposed sources of funding in addition to the WPCLP request

Source	Amount	Applied for	Approved	Received
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

LOAN REPAYMENT PERIOD AND PLEDGED REVENUES

5. Pledged revenues. Federal and state law requires that a specific source(s) of revenue be dedicated and pledged to make the loan repayments. Provide a description of the source(s) of revenue pledged to repay the proposed financing agreement (e.g., system revenues, sales taxes, property taxes) and method used to secure collection. Please ensure that the Ordinance Authorizing Debt to be Incurred names the same pledged revenues as the source of repayment proposed in the comprehensive 5-year financial projections requested in Question 19.

Revenues pledged to repay the loan will consist of income into the City of Danville's Storm and Sanitary Sewer Fund (Fund 402). Income to this fund is generated through sanitary sewer user fees as well as home rule sales tax. Under an intergovernmental agreement, user fees are collected by the Danville Sanitary District and transferred to the City of Danville. Sales taxes are collected by the State of Illinois and transferred to the City of Danville.

6. Loan repayment period requested 20 years

SYSTEM INFORMATION

7. Active service connections. Not applicable

Connection Type	Number of Connections	Current Monthly User Charge	Projected Monthly User Charge
Residential	10,515	\$18.39	\$18.64
Commercial	1,113	\$34.86	\$35.56
Industrial	9	\$4,286.02	\$4,371.74
Other	49	\$15.25	\$15.50
Total	11,686	\$23.23	\$23.69

8. User charges. Please provide the following dates:

When did current user charges go into effect? 5/1/2019

What is the effective date for the projected monthly user charges? 5/1/2020

14. Planned debt issuance. Please describe current plans for debt issuance over the next three years for the wastewater system. Include any authorized debt which is not project-related. Indicate whether the debt will be parity or subordinate to WPCLP financing, if known, and the anticipated revenue source for repayment.

15. Current bond ratings (if available)

	Standard & Poor's	Moody's	Fitch
G.O.	BBB (Stable)		
Revenue			

PROPERTY TAX INFORMATION

Complete only if General Obligation bond is pledged to repay the loan.

16. Property tax information. Provide valuation and collection data for the most recent three years.

Year _____

Assessed Value of Property _____

Market Value of Property _____

Property Tax Revenues Levied _____

Property Taxes Collected _____

Property Tax Collection Rate _____

SALES TAX INFORMATION

Complete only if sales taxes are pledged to repay the loan

17. Sales tax collection data. Please complete for the most recent twelve (12) months.

Month/Year	Amount Collected	Month/Year	Amount Collected
1/2019	\$77,892.46	7/2019	\$78,123.07
2/2019	\$79,154.56	8/2019	\$84,695.91
3/2019	\$88,341.96	9/2019	\$84,573.03
4/2019	\$59,845.78	10/2019	\$81,704.25
5/2019	\$65,287.73	11/2019	\$81,527.19
6/2019	\$79,029.56	12/2018	\$74,788.90

FINANCIAL PROJECTIONS

ALL applicants must complete the following.

18. Start of system fiscal year 5/1/2019

19. Submit a comprehensive five (5) year financial projection demonstrating that the dedicated source(s) of revenue is sufficient to cover the WPCLP debt service costs. Projections must begin with the current fiscal year. Historical information for the last three (3) years must be provided and must tie to information in audited financial statements. A sample worksheet in Microsoft Excel can be found at www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/guidance/Pages. You may add rows to the worksheet to demonstrate additional sources of revenues or expenditures.

If you wish to submit projections using your own worksheets, ensure that they include the following:

- Revenues and expenses, including operations and maintenance expenses, from the previous three (3) years and projections for the next five (5) years, starting with the current fiscal year (8 years total).
- Projected revenues for the dedicated source of revenues to be used for repaying the WPCLP loan.
 - If system revenues will be pledged for the loan, ensure the revenues include all applicable service revenues. Ensure that any anticipated rate increases are included.
 - If another source of revenues will be pledged for the loan (e.g., property taxes, sales taxes, special assessments), demonstrate that sufficient revenues will be raised and transferred to the water fund for the purposes for repaying the IEPA loan.
 - If revenues are insufficient, the applicant will be asked to raise rates or find other capital to infuse into the system.
- Projected expenses. If system revenues will be pledged, ensure that the budget includes operations, maintenance, and replacement reserves, as well as current and future debt costs.
- Ensure the new amount available for repayment of the SRF loan is included.
- If applicant is a private entity, use Federal tax returns for the previous three (3) years.
- Refer to the IEPA WPCLP Loan Application and Approval Process for additional clarification.

20. Provide a written narrative detailing the major assumptions used in arriving at the current and proposed projections (e.g. additional customers, rate increases, other revenues, changes in operations and maintenance costs, and debt service). If rate increases are anticipated, explain when those will go into effect, and what the revised rates will be. Any variances greater than 10% from year to year must be explained. Attach additional pages if needed.

FY 16-17, 17-18, 18-19 all based on actual data.

FY 19-20 & 20-21 based on current and proposed budgets

FY 21-22, 22-23, & 23-24 based on annual increases to FY 20-21 budget as detailed below.

Annual increase sewer user charge revenues of 2.75%

2% annual increase in non-user charge revenues

2.5% annual increase in employee insurance contributions (matches project expense increases)

0% increase in sales tax revenue

2.5% annual increase to all expenses

30% principal forgiveness of loan

ATTACHMENTS

- Item Attached?** Complete and submit the following attachments. Please check the box next to each item to confirm that the item is attached to your application.
- Audited financial statements. Please provide the most recent audited financial statement. If posted online at the entity's website or the State Comptroller's Local Government Warehouse (<http://warehouse.illinoiscomptroller.com>), provide links. IEPA may request additional audit reports. If applicant is a private entity, submit Federal tax returns.
 - Single Audit report. If a Single Audit has been completed within the last 3 years, provide the most recent one. If posted online, provide links.
 - Projected revenues, expenses and debt coverage for pledged revenue. Provide 5 year projected revenues, beginning with the current fiscal year. See #19 above for guidance. The projections must show that there are sufficient revenues to offset relevant costs and SRF debt service. See the IEPA WPCLP Financial Capability Review Criteria instructions for additional information.
 - If any other entities are substantially benefiting (more than 5%) from the project, provide copies of applicable service agreement(s) with these beneficiaries.
 - Amortization schedules for all debt obligations listed in #13.
 - Copy of a certified ordinance (bond ordinance) authorizing the debt to be incurred and identifying a dedicated source of repayment. Required for publicly owned entities. Sample ordinances can be found at www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/guidance/Pages. The applicant may use an ordinance developed by its bond counsel. Refer to the Loan Application and Approval Process for more information on this requirement, and for requirements for nonpublic applicants. If an applicant is not using the IEPA sample ordinance, it is highly encouraged to submit the draft ordinance for pre-approval to Vera Herst at vera.herst@illinois.gov to avoid delays in loan closing. Please ensure that the ordinance authorizing debt to be incurred names the same pledged revenues as the source of repayment that is proposed in the comprehensive 5-year financial projections requested in #19.
 - Sewer rate ordinances defining user charges. Alternatively, provide the website address.
 - Signed tax certificate and agreement (www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/Pages/state-revolving-fund-forms.aspx).
 - Corporate resolution to apply, borrow, and to grant security (required for corporations).
 - Federal non-profit certification (required for non-profit applicants).
 - If the system is involved in a lawsuit or pending litigation that is in excess of \$10,000, attach a statement from the system's attorney describing the situation.
 - Loan program certifications and related forms (Appendix). The applicant must agree to the loan certifications and related forms listed in the appendix starting on the next page.

APPENDIX: LOAN PROGRAM CERTIFICATIONS

Loan Applicant's Authorized Representative shall complete and sign in all areas indicated.

- The loan applicant hereby agrees to pay all project costs not covered by the loan. If the project costs provided by the applicant exceed the lesser of 5% of the total project cost or \$100,000, please provide the following information:

Amount to be provided by applicant: _____

Source of funds: n/a _____

- The loan applicant hereby certifies that it has analyzed the costs and the financial impacts of the proposed project and that it has the legal, institutional, managerial and financial capability to insure adequate building, operation, maintenance and replacement of the treatment works project.
- The loan applicant hereby certifies that no unlawful or corrupt practice has taken place in the planning or design of the proposed project.
- The loan applicant hereby certifies that it has complied with all applicable State and Federal statutory and regulatory requirements in regard to the proposed project.
- The loan applicant hereby certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The prospective participant to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

INTENT REGARDING NATIONAL FLOOD INSURANCE

- Whereas application provisions for loans from the Water Pollution Control Loan Program require compliance with the National Flood Insurance Act 1968, as amended, and
- Whereas the costs of securing and maintaining flood insurance are eligible for loan participation during the approved construction period, and
- Whereas failure to secure flood insurance for eligible construction located in designated flood hazard areas will cause this construction to become ineligible for loan funds:
- Now therefore, be it resolved that the City of Danville will cooperate and coordinate with the National Flood Insurance Program to acquire and maintain any flood insurance made available for Project L17 5109 for the entire useful life of the insurable construction pursuant to the Flood Insurance Act of 1968, as amended, and that it will secure said flood insurance for each insurable structure, as soon as said insurance is available and will notify the Illinois Environmental Protection Agency in writing that the National Flood Insurance requirement has been satisfied.

CERTIFICATION REGARDING PROJECT SITE, RIGHTS-OF-WAY, EASEMENTS AND PERMITS

1. The applicant has investigated and ascertained the location of the site or sites, rights-of-way and easements being provided for the facilities in its application for loan assistance. In my opinion, the applicant has a sufficient legal interest in the said site or sites, rights-of-way and easements to permit the building of such facilities thereon and to permit the operation and maintenance of such facilities thereon during the estimated life of the facility by the applicant after the completion of construction.
2. The loan applicant has compiled with the provisions of 49 CFR 24 as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (42 USC 4601 et seq.).
3. The loan applicant has obtained all the necessary permits as indicated below:

Type of Permit	Permit Number	Date Issued
Army Corps of Eng. 404	LRL-2018-1072-jlj	1/11/2019
IL Dept. of Trans.	N/A	
County Highway	N/A	
Other		

LOAN APPLICANT ACKNOWLEDGEMENT OF THE USE OF AMERICAN IRON AND STEEL PRODUCTS REQUIREMENT

1. I am aware that all iron and steel products used for this project must be produced in the United States per Federal appropriations;
2. I understand the term "iron and steel products" refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete and construction materials;
3. I am aware that loan recipients must be able to verify that products used in their State Revolving Fund (SRF) projects comply with the AIS requirements;
4. I am aware that this requirement applies to all portions of the project.

Information regarding the American Iron and Steel Requirements is available on IEPA's website, www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/guidance/Pages, or by calling the Infrastructure Financial Assistance Section at (217) 782-2027.

ENGINEERING SERVICES PROCUREMENT REPORT

Section 602(b)(14) of the Federal Water Pollution Control Act contains requirements for procuring architectural and engineering services. Specifically, the rule states architectural and engineering services must be negotiated in the same manner as a contract is negotiated under Chapter 11 of Title 40, United States Code. Projects not following Section 602(b)(14) may receive loan funds from the state for project related engineering services, however, in order to remain compliant, the state is required to modify federal reporting requirements for these projects.

Check the method utilized for procuring engineering services for the project listed above.

- Loan funds have not been requested for engineering services.
- A Qualifications-Based Selection (QBS) process was utilized and a minimum of three firms were considered. Qualifications-Based Selection (QBS) is a competitive procurement process whereby consulting firms submit qualifications for evaluation. The most qualified firm is selected and then negotiates the project scope of work, schedule, budget and fee.
- Our organization has an established relationship with the company utilized for this project. No QBS or bidding process was utilized.
- Our organization has a long-term contractual agreement with the company utilized for this project. No QBS or bidding process was utilized.
- Another method was utilized. Please describe below or attach an explanation of the process.

ACKNOWLEDGEMENT OF FISCAL SUSTAINABILITY PLAN (FSP) REQUIREMENTS

Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires a recipient of a loan for a project that involves the repair, replacement or expansion of a publicly owned treatment works to develop and implement a Fiscal Sustainability Plan (FSP). The requirement pertains to those portions of the treatment works paid for with Water Pollution Control Loan Program funds.

All WPCLP loan recipients must certify prior to receiving a loan agreement that they will develop and implement an FSP. Prior to loan closing, the loan recipient will be required to certify an FSP has been developed and implemented. Projects that do not involve the repair, replacement or expansion of a publicly owned treatment works, such as new treatment works not replacing an existing treatment works or adding advanced treatment, are exempt from this requirement.

I certify that I am the authorized representative for the above listed entity. I hereby certify that we will develop and implement a Fiscal Sustainability Plan in accordance with the Section 603(d)(1)(E) of the Federal Water Pollution Control Act as a condition of receiving a loan agreement from the WPCLP. Once developed, the FSP will be made available upon request by the Illinois Environmental Protection Agency or United States Environmental Protection Agency. I do hereby certify that the above information is, to the best of my knowledge, true and correct.

If the project is exempt from the FSP requirement, provide an explanation below. All projects with executed loan applications received prior to October 1, 2014 are automatically exempt from the requirements.

This project is exempt from the FSP requirement due to the following reason(s):

The City of Danville (loan applicant) does not own or operated any treatment works and this project is not related to an treatment works construction or upgrades.

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Rickey Williams, Jr. _____

Business Name: City of Danville _____

Taxpayer Identification Number: _____

Social Security Number: _____

or

Employer Identification Number: 37-6002207 _____

Legal Status (check one):

- | | |
|---|---|
| <input type="radio"/> Individual | <input checked="" type="radio"/> Governmental |
| <input type="radio"/> Sole Proprietor | <input type="radio"/> Nonresident alien |
| <input type="radio"/> Partnership | <input type="radio"/> Estate or trust |
| <input type="radio"/> Legal Services Corporation | <input type="radio"/> Pharmacy (Non-Corp.) |
| <input type="radio"/> Tax-exempt | <input type="radio"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="radio"/> Corporation providing or billing medical and/or health care services | Limited Liability Company (select applicable tax classification): |
| <input type="radio"/> Corporation NOT providing or billing medical and/or health care services | <input type="radio"/> D = disregarded entity |
| | <input type="radio"/> C = corporation |
| | <input type="radio"/> P = partnership |

Signature: _____

Date: _____

EXECUTIVE COMPENSATION DATA (5 OFFICER FORM)

DUNS number: 071437586

CCR/Cage Number: 1W3M1

Loan Recipient Name: City of Danville

Name of Project: Northwest Sanitary Sewer Service Area Reconstruction

Federal Reporting Contact Information:

Name: Ashlyn Massey

Phone: (217) 431-2302

Email: amassey@cityofdanville.org

Requirements to report five most highly compensated officers:

When all three of the following conditions are met in the previous fiscal year, you must report the five most highly compensated officers of the entity.

1. The recipient received 80 percent or more of its annual gross revenues in Federal awards, and
2. The recipient received \$25,000,000 or more in annual gross revenue from Federal awards, and
3. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).

Check either box A or B below and complete the requested information.

A. I certify that in the preceding fiscal year, 2018/2019, City of Danville
 (Fiscal year) (Loan recipient name)

- 1. **DID NOT** receive 80 percent or more of its annual gross revenues in Federal awards, or
- 2. **DID NOT** receive \$25,000,000 or more in annual gross revenue from Federal awards, or
- 3. The public **DOES** have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).

And is therefore not required to report the names and compensation of the five most highly compensated officers.

Mayor

 Signature Title Date

B. The five most highly compensated officers of _____ are:

Name	Compensation Amount ¹

¹ Compensation includes: (1) Salary and bonus. (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R. (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. (4) Change in present value of defined benefit and actuarial pension plans. (5) Above-market earnings on deferred compensation that is not tax-qualified. (6) Other compensation. For example: severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

AUTHORIZATION OF A LOAN APPLICANT'S AUTHORIZED REPRESENTATIVE
TO SIGN WPCLP LOAN APPLICATION DOCUMENTS

Whereas, application provisions for loans from the Water Pollution Control Loan Program require that the City of Danville authorize a representative to sign the loan application forms and supporting documents; therefore, be it resolved by the City Council of the City of Danville that Mayor Rickey Williams, Jr. is hereby authorized to sign all loan application forms and documents.

Resolved this _____ day of _____, 20____.	
_____ Signature	_____ Date
_____ Printed Name	_____ Title
Certified to be a true and accurate copy, passed and adopted on the above date.	
<div style="border: 1px solid black; width: 40%; margin: 0 auto; height: 100px;"></div>	
Signature & Stamp/Seal of Notary Public	

CERTIFICATION OF INFORMATION ON ALL PREVIOUS PAGES
BY LOAN APPLICANT'S AUTHORIZED REPRESENTATIVE

I, Rickey Williams, Jr., hereby verify that the above information is, to the best of my knowledge, true and correct.

Signature of Authorized Representative	Date
Rickey Williams, Jr.	Mayor
Printed Name	Title
Attested by Municipality Official or Notary	
<div style="border: 1px solid black; width: 40%; margin: 0 auto; height: 100px;"></div>	
Signature & Stamp/Seal	