



*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, February 12, 2019 – 6:00 PM**

1. Call to Order – Roll Call
2. Approve Minutes
3. Approve Agenda
4. Audience Comments
  - A. Public Hearing for Petition to Vacate Certain Roadways and Alleyways for REG Danville LLC
5. Chairman's Comments
6. Approve Payrolls
7. Approve Vouchers Payables
8. Community Development – David Schnelle, Director
  - A. Resolution: Awarding Bid #613 for Jackson Street Shared Use Path Extension
  - B. Resolution: Approving Agreement for Engineering Services for Pump Station Replacements
  - C. Resolution: Authorizing Appropriation of MFT Funds for Denmark Road Improvement
  - D. Resolution: Amending Contract for Bid #600 for the 2018 Microsurfacing Program
  - E. Resolution: Awarding Bid #611 for Bowman Avenue Force Main Project
  - F. Resolution: Amending Contract for Bid #592 for the Koehn Creek Interceptor Sanitary Sewer Improvement
  - G. Ordinance: Authorizing Vacation of Certain Roadways and Alleyways for REG Danville LLC
  - H. Items of Information
    1. Danville Area Transportation Study (DATS) Update
    2. H&L Landfill Update
    3. Project Updates
9. Public Transportation – Lisa Beith, Director
  - A. Resolution: Approving Agreement with Clifton Larson Allen LLP for Preparation of an Independent Auditor Statement for Financial Data
  - B. Resolution: Awarding Bid #612 for Tires for DMT Buses

**PUBLIC WORKS COMMITTEE**

**PAGE – 2 –**

**FEBRUARY 12, 2019**

- C. Items of Information
  - 1. Monthly Report for January 2019
  
- 10. Public Works – Carl Carpenter, Director
  - A. Resolution: Approving Facility Lease to Danville Horseshoe Club
  - B. Resolution: Approving Facility Lease to American Legion Post 210 Bomb Squad Softball Team
  - C. Resolution: Approving Facility Lease to Winterview Ball Park Board
  - D. Items of Information
  
- 11. Finance – Shelley Scott, Comptroller
  - A. Resolution: Authorizing Budget Amendment in Landfill Remediation Fund (301)
  - B. Discussion and Review of Proposed FY2019-2020 Annual Budget
  - C. Items of Information
  
- 12. Closed Session
  
- 13. Committee Members' Comments
  
- 14. Adjournment

<b>PAYROLL REPORT</b>					
<b>WEEKLY</b>					
<b>FOR PERIOD ENDING:</b>	<b>2/5/2019</b>	<b>CHECK DATE</b>	<b>2/8/2019</b>		
	<b>REGULAR</b>		<b>OVERTIME</b>		<b>TOTAL</b>
<b>DEPARTMENT</b>	<b>PAY</b>		<b>PAY</b>		<b>PAY</b>
CENTRAL VEHICLE MAINTENANCE	3,310.87		71.63		3,382.50
ENVIRONMENTAL CODE ENFORCEMENT	-		-		-
POLICE DEPARTMENT	1,150.18		-		1,150.18
STREETS DEPARTMENT	11,904.28		5,942.37		17,846.65
PARKS & PUBLIC PROPERTY	5,232.05		571.88		5,803.93
MASS TRANSIT	16,114.01		3,870.56		19,984.57
HARRISON PARK	392.60		62.85		455.45
SANITARY SEWER	9,797.07		646.63		10,443.70
SOLID WASTE	11,253.19		714.50		11,967.69
<b>TOTAL</b>	<b>59,154.25</b>		<b>11,880.42</b>		<b>71,034.67</b>
				<b>EIC</b>	<b>-</b>
				<b>CAR</b>	<b>-</b>
<b><u>BREAKDOWN OF PARKS OT:</u></b>					
REGULAR OVERTIME - 51002	571.88				
Maintenance of Buildings - 52011	-			<b>TOTAL</b>	<b>71,034.67</b>
TOTAL PARKS OT	571.88				

# City of Danville

DANVILLE, ILLINOIS

## SCHEDULE OF VOUCHERS PAYABLE

7

SUMMARY

February 12, 2019

### DISTRIBUTIONS

General Fund (001)		\$	133,405.09
Finance (011)	\$	65,666.00	
Central Vehicle Maint. (012)	\$	12,639.06	
Code Enforcement (014)	\$	197.89	
General City Government (015)	\$	5,770.60	
Legal Services (017)	\$	7,000.00	
Personnel & Human Relations (019)	\$	188.00	
Police (021)	\$	15,857.50	
Fire (022)	\$	2,117.35	
Streets (031)	\$	19,731.71	
Parks & Public Property (051)	\$	3,311.76	
Engineering & Urban Services (060)	\$	925.22	
Fire Pension Fund (098)	\$	141,408.83	
Police Pension Fund (099)	\$	94,249.37	
Motor Fuel Tax (103)	\$	59,747.66	
Danville Mass Transit (113)	\$	15,037.14	
Danville Area Transportation Study - DATS (116)	\$	607.65	
2007 Bond & Interest (202)	\$	475.00	
2009 Bond & Interest (203)	\$	475.00	
Harrison Park Golf Course (401)	\$	996.18	
Sanitary Sewer (402)	\$	25,253.69	
Solid Waste Management (405)	\$	22,313.41	
<b>Total</b>		<b>\$</b>	<b>493,969.02</b>

---

COMPTROLLER

DATE

---

MAYOR

DATE

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR FEBRUARY 12, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-011-00-46005 - Hotel/Motel Tax	292 - DANVILLE AREA CONVENTION AND VISITOR'S BUREAU	HOTEL/MOTEL TAX RECEIPTED IN JAN 2019 FOR DEC 2018	02/06/2019	119779	8,584.78
001-011-00-46005 - Hotel/Motel Tax	870 - DAVID S PALMER ARENA	HOTEL/MOTEL, LIQUOR TAX FROM DEC 2018	02/06/2019	119787	34,339.31
001-011-00-46006 - Liquor Tax	870 - DAVID S PALMER ARENA	HOTEL/MOTEL, LIQUOR TAX FROM DEC 2018	02/06/2019	119787	22,570.47
001-011-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMPORARY STAFF - DILLON WEEK ENDING 1/27/19	01/30/2019	119810	171.44
001-012-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS CVM	01/28/2019	119760	44.98
001-012-00-52015 - Maintenance of Vehicles	153 - BURKE SPRING & ALIGNMENT	REPLACED REAR DIFFERENTIAL ON UNIT #91 - DUMP	01/17/2019	119767	2,520.64
001-012-00-52015 - Maintenance of Vehicles	663 - LINNE MACHINE CO., INC.	REMOVE BROKEN BOLTS	01/28/2019	119800	150.00
001-012-00-52016 - Maintenance of Other Equipment	1278 - ALTORFER INC	PARTS FOR CAT257 SKIDSTEER	01/18/2019	119756	180.87
001-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	STOCK FILTERS FOR ALL UNITS	01/02/2019	119780	244.30
001-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	PIN FOR UNIT #75 - DUMP TRUCK	01/03/2019	119780	13.99
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	PLUG FOR UNIT #75 - DUMP TRUCK	01/03/2019	119803	5.65
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	STOCK LIGHTS FOR ALL UNITS	01/03/2019	119803	39.43
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	TERMINAL FOR UNIT #75 - DUMP TRUCK	01/03/2019	119803	13.43
001-012-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	SERVICE CALL & TIRES FOR UNIT #91 - DUMP TRUCK	01/03/2019	119818	381.60
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	STOCK LAMPS FOR ALL UNITS	01/04/2019	119803	20.97
001-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	BATTERY FOR UNIT #3 - CVM CAR	01/08/2019	119780	125.10
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	SPARK PLUGS & WIRE SET UNIT #101 - CODE ENFORCE CAR	01/08/2019	119803	76.24
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	COIL FOR UNIT #101 - CODE ENFORCE CAR	01/09/2019	119803	8.56
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	COIL THREAD REPAIR UNIT #101 - CODE ENFORCE CAR	01/09/2019	119803	46.14
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	WIRE BRUSH FOR UNIT #101 - CODE ENFORCE CAR	01/09/2019	119803	6.84
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	ICE BLADE FOR UNIT #100 - TANDEM DUMP	01/10/2019	119803	30.66
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Credit for returned parts	01/11/2019	119803	(1.89)
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	ICE BLADES FOR UNIT #90 - DUMP TRUCK	01/11/2019	119803	34.30
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	SUPPLIES FOR DUMP TRUCKS SNOW PREP	01/11/2019	119803	44.39
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	RADIATOR HOSE FOR UNIT #73 - TANDEM DUMP	01/12/2019	119803	60.81
001-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	SHOP SUPPLY FOR ALL UNITS	01/15/2019	119780	141.24
001-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	STOCK FILTERS FOR ALL UNITS	01/15/2019	119780	168.07
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	SHOP SUPPLY - BRAKE CLEANER	01/15/2019	119803	109.92
001-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	TORQUE ANGLE GAUGE UNIT #101 - INSPECTION CAR	01/16/2019	119780	17.99
001-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	SNOWBROOM FOR ALL SNOW REMOVAL TRUCKS	01/17/2019	119780	109.95
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	STARTER FOR UNIT #73 - TANDEM DUMP	01/17/2019	119803	6.69
001-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	HYDRAULIC FITTINGS FOR ALL PLOW TRUCKS	01/18/2019	119780	234.10
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	ENGINE OIL DIPSTICK FOR UNIT #101 - CODE ENFORCE CAR	01/18/2019	119803	19.57
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	PARTS FOR UNIT #37 - DUMP TRUCK	01/18/2019	119803	4.99
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	SENSOR FOR UNIT #101 - CODE ENFORCE CAR	01/18/2019	119803	32.30
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	OIL FOR UNIT #50 - DEMO TRUCK	01/22/2019	119803	87.48
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	CREDIT FOR CORE CHARGES	01/22/2019	119806	(399.00)
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	SEALER FOR FIRE DEPT E18	01/23/2019	119803	18.99
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Stock for All Units	01/23/2019	119803	77.78
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	BATTERIES FOR UNIT #90 - DUMP TRUCK	01/23/2019	119806	239.97
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	CONDENSER, O RING & GASKET UNIT #73 - DUMP	01/23/2019	119806	234.90
001-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	HYDRAULIC FITTINGS FOR ALL UNITS	01/24/2019	119780	283.23
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	HOSE CLAMP FOR UNIT #73 - TANDEM DUMP	01/24/2019	119803	50.60
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	LUBRIPLATE MOTOR FOR UNIT #73 - TANDEM DUMP	01/24/2019	119803	10.69
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	CAP FOR WINDSHIELD WASHER UNIT #88 - DUMP TRUCK	01/24/2019	119806	17.74

CITY OF DANVILLE  
ACCOUNTS PAYABLE FOR FEBRUARY 12, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	SWITCHES & CABLES FOR UNIT #70 - PARKS 1 TON	01/25/2019	119780	160.91
001-012-00-53015 - Materials to Maintain Vehicles	5660 - HERITAGE PETROLEUM LLC	WINDSHIELD SOLVENT FOR ALL UNITS	01/28/2019	119794	123.35
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	FLUID RESERVOIR UNIT #65 - DUMP TRUCK	01/28/2019	119803	328.70
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	TRAILER CONNECTOR FOR SALT SPREADER UNIT #70 PARKS	01/28/2019	119803	43.96
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	TRAILER CONNECTOR FOR UNIT #70 - PARKS 1 TON	01/28/2019	119803	34.99
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	ARM WIPER UNIT #37 - DUMP TRUCK	01/28/2019	119806	159.80
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Oil FOR UNIT #58 - STREETS 1 TON	02/04/2019	119803	87.48
001-012-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	STOCK FILTERS FOR ALL UNITS	01/02/2019	119780	244.30
001-012-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	BATTERIES FOR ARROWBOARD #1	01/08/2019	119780	329.48
001-012-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	BATTERIES FOR ARROWBOARD #2	01/08/2019	119780	329.48
001-012-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	BATTERY FOR PORTABLE PARKS GENERATOR	01/08/2019	119780	47.94
001-012-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	CREDIT FOR CORE RETURN	01/09/2019	119780	(118.00)
001-012-00-53016 - Materials to Maint other Equipment	663 - LINNE MACHINE CO., INC.	PLOW CASTER SPACERS	01/14/2019	119800	75.00
001-012-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	SHOP SUPPLY FOR ALL UNITS	01/15/2019	119780	141.24
001-012-00-53016 - Materials to Maint other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	LIGHTS FOR SNOW PLOWS	01/18/2019	119803	112.83
001-012-00-53016 - Materials to Maint other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	HYDRAULIC FITTINGS FOR ALL UNITS	01/24/2019	119780	283.24
001-012-00-53016 - Materials to Maint other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	DISPOSAL GLOVES FOR SHOP	01/24/2019	119803	11.99
001-012-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	BATTERY FOR GENERATOR FIRE STATION #3	01/28/2019	119780	411.86
001-012-00-53016 - Materials to Maint other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	CONNECTOR STOCK FOR ALL TRAILERS	01/28/2019	119803	34.99
001-012-00-53016 - Materials to Maint other Equipment	1193 - RAHN EQUIPMENT COMPANY	CYLINDER FOR UNIT #31 - PLOW	01/28/2019	119805	1,361.32
001-012-00-53016 - Materials to Maint other Equipment	1193 - RAHN EQUIPMENT COMPANY	PLOW EDGE FOR UNIT #31 - DUMP TRUCK	01/28/2019	119805	1,567.75
001-012-00-53016 - Materials to Maint other Equipment	1193 - RAHN EQUIPMENT COMPANY	PLOW BLADE FOR UNIT #40 - DUMP TRUCK	01/29/2019	119805	995.00
001-012-00-53017 - Small Tools & Equipment	287 - DANVILLE AUTO PARTS	IMPACT ADAPTER SHOP TOOL	01/16/2019	119780	29.99
001-012-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE AT 1155 E VOORHEES JAN 2019	02/01/2019	119795	111.25
001-012-00-53099 - Other Commodities	340 - DEPKE WELDING SUPPLIES INC	SHOP & SERVICE TRUCK CYLINDER RENTAL	01/24/2019	119789	216.00
001-014-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE AT 1155 E VOORHEES JAN 2019	02/01/2019	119795	197.89
001-015-00-52083 - Dues and Subscriptions	1749 - COURT REPORTER	EMAIL MONTHLY SUBSCRIPTION FEB 2019	01/31/2019	119775	12.00
001-015-00-52095 - Billing & Collection Services	310 - DANVILLE SANITARY DISTRICT	UTILITY BILLING FOR DEC 2018 - RESOLUTION #2008-93	02/05/2019	119785	5,758.60
001-017-00-52023 - Legal Services	1161 - DAVID WESNER	FEB RETAINER FEE PER PROFESSIONAL SERV AGREEMENT	02/05/2019	119788	7,000.00
001-019-00-52099 - Other Contractual Services	1825 - ANNE JARLING	TRANSCRIPTION FOR HR DEPARTMENT INTERVIEWS	02/05/2019	119758	188.00
001-021-00-52016 - Maintenance of Other Equipment	306 - DANVILLE PUBLIC BUILDING COMMISSION	OCT-DEC MAINT-SUPREME RADIO CONTRACT 330-00	01/09/2019	119784	2,047.50
001-021-00-52028 - E. Central IL Criminal Justice	195 - CHAMPAIGN COUNTY REGIONAL PLANNING COMM	ANNUAL TRAINING FEE 2019	01/02/2019	119771	13,810.00
001-022-00-52016 - Maintenance of Other Equipment	340 - DEPKE WELDING SUPPLIES INC	Cylinder Rental	01/24/2019	119789	108.00
001-022-00-52016 - Maintenance of Other Equipment	7 - A E C FIRE SAFETY & SECURITY	HOLMATRO TOOL INSPECTION AND ANNUAL MAINT	01/29/2019	119754	755.75
001-022-00-52016 - Maintenance of Other Equipment	340 - DEPKE WELDING SUPPLIES INC	OXYGEN CYLINDER	01/29/2019	119789	29.95
001-022-00-52016 - Maintenance of Other Equipment	340 - DEPKE WELDING SUPPLIES INC	OXYGEN CYLINDER	12/27/2018	119789	43.95
001-022-00-52035 - Sanitary Sewer Tax	310 - DANVILLE SANITARY DISTRICT	SEWER CHARGES 11/30/18-12/31/18	01/24/2019	119785	65.25
001-022-00-52099 - Other Contractual Services	295 - DTI OFFICE SOLUTIONS	COPIER CONTRACT 4312355	02/01/2019	119790	16.75
001-022-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE AT 1155 E VOORHEES JAN 2019	02/01/2019	119795	1,058.94
001-022-00-53099 - Other Commodities	316 - DANVILLE PAPER & SUPPLY INC	FLOOR SQUEEGEE AND HANDLE	01/23/2019	119782	36.36
001-022-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	CARTRIDGE TAPE	01/24/2019	119761	22.19
001-022-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	RETURN CARTRIDGE TAPE	01/24/2019	119761	(19.79)
001-031-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS STREETS	01/28/2019	119760	72.34
001-031-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	ONLINE TICKET MANAGEMENT 1/1/19-1/31/19	01/31/2019	119816	929.00
001-031-00-53007 - Materials to Maintain Streets	966 - DANIEL L RIBBE TRUCKING INC	POTHOLE PATCH MATERILA	01/24/2019	119778	2,474.01

CITY OF DANVILLE  
ACCOUNTS PAYABLE FOR FEBRUARY 12, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-031-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE AT 1155 E VOORHEES JAN 2019	02/01/2019	119795	5,356.92
001-031-00-53051 - Snow/Ice Control Supplies	2037 - CARGILL INC SALT DIVISION	Rock Salt	01/23/2019	119769	10,876.45
001-031-00-53051 - Snow/Ice Control Supplies	6007 - BIG R	SPRAYERS FOR SALT NEUTRALIZING PRODUCTS	01/25/2019	119765	22.99
001-051-00-46026 - Harrison Park Clubhouse	6007 - COLLIER, LOLITA	REFUND OF DEPOSIT FOR HPC ON 7/6/19	02/04/2019	119774	100.00
001-051-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS PARKS	01/28/2019	119760	27.65
001-051-00-52011 - Maintenance of Building	1140 - WAGNER LOCK & KEY	HARRISON PARK DOOR REPAIR	01/23/2019	119817	88.81
001-051-00-52035 - Sanitary Sewer Tax	310 - DANVILLE SANITARY DISTRICT	SEWER CHARGES 11/30/18-12/31/18	01/24/2019	119785	168.27
001-051-00-52083 - Dues and Subscriptions	62 - ASCAP	CPI ADJUSTMENT FEE FOR MUNICIPAL BAND 2019	01/19/2019	119762	2.25
001-051-00-52088 - Rentals	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS DPW MATS	01/28/2019	119760	7.00
001-051-00-52089 - Pest & Weed Control	671 - TERMINIX SERVICES INC	QUARTERLY PEST CONTROL CITY HALL	01/22/2019	119811	69.00
001-051-00-52099 - Other Contractual Services	2195 - CINTAS CORPORATION #370	MEDICAL SUPPLIES & GLOVES FOR PW FACILITY	01/18/2019	119773	77.45
001-051-00-52099 - Other Contractual Services	2195 - CINTAS CORPORATION #370	Medical Supplies for City Hall	01/18/2019	119773	43.67
001-051-00-52099 - Other Contractual Services	248 - AQUA IL	ACT: 001532082 1373189 3362 LYNCH CT 12/18/18-1/21/19	01/23/2019	119759	23.57
001-051-00-52099 - Other Contractual Services	310 - DANVILLE SANITARY DISTRICT	SEWER CHARGES 11/30/18-12/31/18	01/24/2019	119785	40.95
001-051-00-53011 - Materials to Maintain Buildings	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	SWITCH & LIGHTS FOR FIRE STATION #3	01/17/2019	119809	60.93
001-051-00-53011 - Materials to Maintain Buildings	892 - KIRCHNER BUILDING CENTERS	LUBE FOR FRONT DOORS @ CITY HALL	02/01/2019	119797	5.22
001-051-00-53013 - Materials to Maintain Other	892 - KIRCHNER BUILDING CENTERS	PICNIC TABLE REPAIR LUMBER	01/29/2019	119797	167.88
001-051-00-53013 - Materials to Maintain Other	892 - KIRCHNER BUILDING CENTERS	RETURN OF WRONG LUMBER FOR PICNIC TABLES	01/29/2019	119797	(58.78)
001-051-00-53013 - Materials to Maintain Other	892 - KIRCHNER BUILDING CENTERS	CORRECT LUMBER FOR PICNIC TABLES	01/30/2019	119797	58.78
001-051-00-53016 - Materials to Maintain other Equipment	72 - SITE ONE LANDSCAPE SUPPLY, LLC	PARTS FOR PARKS DIVISION SPREADERS	01/18/2019	119807	36.18
001-051-00-53016 - Materials to Maintain other Equipment	76 - B & D SALES AND SERVICE	PARTS FOR PARKS CHAINSAW	01/24/2019	119763	80.20
001-051-00-53016 - Materials to Maintain other Equipment	76 - B & D SALES AND SERVICE	NEW BAR FOR PARKS CHAINSAW	01/25/2019	119763	34.99
001-051-00-53017 - Small Tools & Equipment	892 - KIRCHNER BUILDING CENTERS	SQUARE DRIVE BITS	01/29/2019	119797	13.98
001-051-00-53017 - Small Tools & Equipment	103 - BIG R	UTILITY HEATER FOR FIRE STATION #1 & STOCK	01/30/2019	119765	44.97
001-051-00-53017 - Small Tools & Equipment	103 - BIG R	NEW CORD FOR UNIT #48 BLOCK HEATER	01/31/2019	119765	39.99
001-051-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE AT 1155 E VOORHEES JAN 2019	02/01/2019	119795	2,215.70
001-060-00-52014 - Maintenance of Office Equipment	3965 - CALSER CORPORATION	CALIBRATION OF EQUIPMENT	01/29/2019	119768	645.00
001-060-00-52099 - Other Contractual Services	1018 - SPARKLE CLEAN FULL SERVICE	CAR WASH	01/30/2019	119808	13.50
001-060-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE AT 1155 E VOORHEES JAN 2019	02/01/2019	119795	248.72
001-060-00-53099 - Other Commodities	1531 - WATSON TIRE & AUTOMOTIVE SERVICE	Tire Repair	01/23/2019	119819	18.00
098-098-00-51012 - Fire Pension	300 - DANVILLE FIREMENS PENSION FUND	2018-2019 PUBLIC SAFETY FEE COLLECTED DEC PAY IN JAN	01/31/2019	119781	141,408.83
099-099-00-51011 - Pension Contributions	1005 - DANVILLE POLICE PENSION FUND	2018-2019 PUBLIC SAFETY FEE COLLECTED DEC PAID IN JAN	01/31/2019	119783	94,249.37
103-103-08-63308 - Voorhees Bridge - Stoney to Collett	4264 - KNIGHT AND ASSOCIATES SURVEYING	CONSTRUCTION RE & PROJECT BOOKS VOORHEES BRIDGE	01/31/2019	119798	929.28
103-103-16-6352P - Denmark Rd - Engineering ROW					
Acquisitions	508 - HANSON PROFESSIONAL SERVICES INC	ENGINEERING SERVICES FOR DENMARK ROAD	01/17/2019	119793	2,483.90
103-103-18-6356E - Bowman Avenue Grade Separations	508 - HANSON PROFESSIONAL SERVICES INC	BOWMAN AVE GRADE SEPARATIONS INVOICE#3	01/21/2019	119793	24,438.51
103-103-18-6357S - Freight Study	508 - HANSON PROFESSIONAL SERVICES INC	DANVILLE FREIGHT STUDY	01/22/2019	119793	31,895.97
113-113-19-51006 - Physicals	1209 - MID-WEST TRUCKERS ASSOC. INC.	Pre-employment drug test	01/23/2019	119801	71.50
113-113-19-52008 - Uniform Rental	1209 - CINTAS CORPORATION	UNIFORMS SERVICE DMT	01/04/2019	119772	308.52
113-113-19-52008 - Uniform Rental	1209 - CINTAS CORPORATION	UNIFORMS SERVICE DMT	01/10/2019	119772	308.52
113-113-19-52008 - Uniform Rental	1209 - CINTAS CORPORATION	UNIFORMS SERVICE DMT	01/17/2019	119772	308.52
113-113-19-52008 - Uniform Rental	1209 - CINTAS CORPORATION	UNIFORMS SERVICE DMT	01/24/2019	119772	308.52
113-113-19-52008 - Uniform Rental	1209 - CINTAS CORPORATION	UNIFORMS SERVICE DMT	01/31/2019	119772	328.30
113-113-19-52009 - Computer Service and Supplies	4636 - IVS INC dba ANGELTRAX	COMPUTER SERVICES ANNUAL CONTRACT (6 MONTHS)	08/21/2018	119796	1,536.00
113-113-19-52011 - Maintenance of Building	671 - TERMINIX SERVICES INC	INSPECTION AND TREATMENT	01/22/2019	119811	350.00
113-113-19-52014 - Maintenance of Office Equipment	295 - DTI OFFICE SOLUTIONS	MAINTENANCE AGREEMENT & COLOR COPIES	02/01/2019	119790	102.77

CITY OF DANVILLE  
ACCOUNTS PAYABLE FOR FEBRUARY 12, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
113-113-19-52015 - Maintenance of Vehicles	258 - ALLERTON TEST LANE	TEST BUS 819, 820, 1634	02/01/2019	119755	91.50
113-113-19-52040 - Purchased Transportation	165 - CRIS SENIOR SERVICES	Purchased Transportation	01/29/2019	119777	8,489.04
113-113-19-52099 - Other Contractual Services	310 - DANVILLE SANITARY DISTRICT	SEWER CHARGES 11/30/18-12/31/18	01/24/2019	119785	56.56
113-113-19-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	Bus Parts	01/08/2019	119780	54.63
113-113-19-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Bus Parts	01/11/2019	119803	150.38
113-113-19-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	Bus Parts	01/18/2019	119780	83.88
113-113-19-53015 - Materials to Maintain Vehicles	4660 - TT DISTRIBUTION	BRAKE CLEANER (24)	01/18/2019	119815	79.20
113-113-19-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	Bus Parts	01/21/2019	119780	33.48
113-113-19-53015 - Materials to Maintain Vehicles	453 - GILLIG CORPORATION	Bus Parts	01/21/2019	119792	55.44
113-113-19-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	Bus Parts	01/22/2019	119780	10.78
113-113-19-53015 - Materials to Maintain Vehicles	453 - GILLIG CORPORATION	Bus Parts	01/22/2019	119792	281.22
113-113-19-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Bus Parts	01/23/2019	119803	52.71
113-113-19-53015 - Materials to Maintain Vehicles	453 - GILLIG CORPORATION	Bus Parts	01/24/2019	119792	212.31
113-113-19-53015 - Materials to Maintain Vehicles	639 - LIFT-U	Bus Parts	01/25/2019	119799	131.88
113-113-19-53015 - Materials to Maintain Vehicles	1746 - THERMO KING MIDWEST	Bus Parts	01/25/2019	119814	234.60
113-113-19-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	Bus Parts	01/29/2019	119776	66.08
113-113-19-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	Bus Parts	01/31/2019	119780	11.80
113-113-19-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Bus Parts	01/31/2019	119803	25.32
113-113-19-53024 - Gasoline	630 - ILLINI FS INC	Antifreeze	01/29/2019	119795	352.55
113-113-19-53041 - Cleaning Supplies	316 - DANVILLE PAPER & SUPPLY INC	Cleaning Supplies	01/24/2019	119782	52.34
113-113-19-53041 - Cleaning Supplies	316 - DANVILLE PAPER & SUPPLY INC	Cleaning Supplies	01/28/2019	119782	185.29
113-113-19-53058 - Electronic Fare Media	444 - GENFARE DIV OF SPX CORP	TICKETS	01/16/2019	119791	703.50
116-116-19-52083 - Dues and Subscriptions	235 - THE COMMERCIAL NEWS	COMMERCIAL NEWS SUBSCRIPTION 2019 ACT 76007	01/17/2019	119812	191.88
116-116-19-52083 - Dues and Subscriptions	666 - THE NEWS-GAZETTE BUSINESS OFFICE	NEWS GAZETTE SUBSCRIPTION ACT 21253509 FOR 2019	01/17/2019	119813	202.97
116-116-19-53003 - Office Supplies	60 - ARNOLDS OFFICE SUPPLY	OFFICE SUPPLIES	01/28/2019	119761	157.16
116-116-19-53003 - Office Supplies	60 - ARNOLDS OFFICE SUPPLY	OFFICE SUPPLIES	01/31/2019	119761	55.64
202-202-00-54171 - Bond - Interest and Cost	2264 - AMALGAMATED BANK OF CHICAGO ATTN: CORPORATE TRUST	REGISTRAR & PAYING AGENT FEE FOR SERIES 2007 BONDS	02/01/2019	119757	475.00
203-203-00-54171 - Bond - Interest and Cost	2264 - AMALGAMATED BANK OF CHICAGO ATTN: CORPORATE TRUST	REGISTRAR & PAYING AGENT FEE FOR SERIES 2009 BONDS	02/01/2019	119757	475.00
401-401-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	OIL & FUSES FOR MACHINES	01/23/2019	119780	71.33
401-401-00-53016 - Materials to Maint other Equipment	1529 - R & R PRODUCTS INC	BEDKNIFE & PARTS	01/23/2019	119804	511.15
401-401-00-53016 - Materials to Maint other Equipment	1529 - R & R PRODUCTS INC	BLADE	01/23/2019	119804	347.15
401-401-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	BATTERY CLEANER & PROTECTOR	01/29/2019	119780	24.95
401-401-00-53099 - Other Commodities	316 - DANVILLE PAPER & SUPPLY INC	FILTER & VACUUM REPAIR	01/23/2019	119782	41.60
402-402-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMPORARY STAFF - DILLON WEEK ENDING 1/27/19	01/30/2019	119810	342.88
402-402-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS SEWERS	01/28/2019	119760	41.00
402-402-00-52024 - Maintenance of Storm Sewer	3042 - BIG O, SERVICES	EMERGENCY STORM SEWER REPAIR - COLLET & HARRISON	12/28/2018	119764	10,862.81
402-402-00-52095 - Billing & Collection Services	310 - DANVILLE SANITARY DISTRICT	UTILITY BILLING FOR DEC 2018- RESOLUTION #2008-93	02/05/2019	119785	5,758.61
402-402-00-52099 - Other Contractual Services	1018 - SPARKLE CLEAN FULL SERVICE	CAR WASH - LANE	01/30/2019	119808	8.75
402-402-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	ONLINE TICKET MANAGEMENT 1/1/19-1/31/19	01/31/2019	119816	929.00
402-402-00-53010 - Materials to Maintain Sewers	289 - DANVILLE TILE & DRAINAGE, INC.	RESTOCK OF SANITARY SEWER REPAIR FURNCO'S	01/04/2019	119786	44.74
402-402-00-53014 - Materials to Maintain Storm Water	4282 - MIDWEST CONSTRUCTION PRODUCTS	GABION BASKETS	01/18/2019	119802	2,626.00
402-402-00-53014 - Materials to Maintain Storm Water	966 - DANIEL L RIBBE TRUCKING INC	LAHR & STONEY CREEKS STORM OUTFALL REPAIR	01/24/2019	119778	358.40
402-402-00-53014 - Materials to Maintain Storm Water	663 - LINNE MACHINE CO., INC.	REBAR FOR LAHR ST STORM SEWER OUTFALL REPAIR	01/28/2019	119800	1,200.00
402-402-00-53017 - Small Tools & Equipment	103 - BIG R	STORAGE CONTAINERS FOR TV TRUCK & TOOLS FOR TRUCK	01/25/2019	119765	40.97

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR FEBRUARY 12, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
402-402-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE AT 1155 E VOORHEES JAN 2019	02/01/2019	119795	2,881.28
402-402-00-53053 - Mat to Maintain Lift Station	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	L BRACKETS FOR SCADATA - POLAND ROAD	01/04/2019	119809	7.17
402-402-00-53099 - Other Commodities	287 - DANVILLE AUTO PARTS	STRAPS FOR TV TRUCK	01/17/2019	119780	29.90
402-402-00-53099 - Other Commodities	2195 - CINTAS CORPORATION #370	MEDICAL SUPPLIES & GLOVES FOR PW FACILITY	01/18/2019	119773	38.72
402-402-00-53099 - Other Commodities	287 - DANVILLE AUTO PARTS	BLACK RUBBER GLOVES FOR LIFT STATION	01/18/2019	119780	26.50
402-402-00-53099 - Other Commodities	103 - BIG R	STORAGE CONTAINERS FOR TV TRUCK & TOOLS FOR TRUCK	01/25/2019	119765	44.97
402-402-00-53099 - Other Commodities	287 - DANVILLE AUTO PARTS	STOCK FOR TV TRUCK	01/28/2019	119780	11.99
405-405-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMPORARY STAFF - DILLON WEEK ENDING 1/27/19	01/30/2019	119810	342.88
405-405-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS SOLID WASTE	01/28/2019	119760	87.91
405-405-00-52092 - Dumping Fees	138 - BRICKYARD LANDFILL - 4725	TIPPING FEES - SEWER VACTOR SPECIAL WASTE	01/15/2019	119766	7,387.80
405-405-00-52095 - Billing & Collection Services	310 - DANVILLE SANITARY DISTRICT	UTILITY BILLING FOR DEC 2018- RESOLUTION #2008-93	02/05/2019	119785	5,758.60
405-405-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	LIGHTS FOR UNIT #95 - AUTOMATED	01/02/2019	119803	52.95
405-405-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	AIR FITTINGS FOR UNIT #92 - AUTOMATED	01/14/2019	119780	51.92
405-405-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	TIRES FOR UNIT #92 - AUTOMATED	01/22/2019	119818	1,003.50
405-405-00-53015 - Materials to Maintain Vehicles	192 - CENTRAL INDIANA TRUCK EQUIPMENT	AIR SOLENOID FOR UNIT #95 - AUTOMATED	01/23/2019	119770	280.38
405-405-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE AT 1155 E VOORHEES JAN 2019	02/01/2019	119795	6,936.32
405-405-00-53099 - Other Commodities	2195 - CINTAS CORPORATION #370	MEDICAL SUPPLIES & GLOVES FOR PW FACILITY	01/18/2019	119773	411.15
<b>Grand Total</b>					<b>493,969.02</b>

8-A

RESOLUTION NO. \_\_\_\_\_

A Resolution Awarding the Contract for the  
Jackson Street Shared Use Path Extension  
Bid #613

WHEREAS, the City of Danville has determined the need to extend the Jackson Street Shared Use Path from English to Voorhees Streets; and

WHEREAS, there are intermittent sidewalks on Voorhees Street to connect to; and

WHEREAS, the project documents were created with Alternate Bid items to allow for construction of sidewalks on Voorhees Street east and west of the intersection of Jackson and Voorhees Streets; and

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

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

1. The contract for the Bid #613 is hereby awarded to the lowest responsible bidder, CONTRACTOR in the amount of \$XXX.
2. The Mayor is authorized to issue a purchase order and perform all work necessary to complete and pay for this transaction.
3. The work shall be paid for from the Community Development Block Grant budget line item 106-106-17-54090.
4. This Resolution shall take effect upon its passage and publication in pamphlet form.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

APPROVED:

BY: \_\_\_\_\_  
ACTING MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

8-B

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT FOR ENGINEERING SERVICES FOR PUMP STATION REPLACEMENTS

WHEREAS, the City has three sanitary sewer pump stations serving the Denvale West subdivision and one serving the Lakeridge area; and

WHEREAS, the pump stations range from 29 to 37 years old; and

WHEREAS, the pump stations have reached the end of their useful life and have become high maintenance items; and

WHEREAS, City staff is not proficient at pump station design and staff is assigned to other ongoing design and construction projects, and;

WHEREAS, the City has negotiated a scope of services and fee for engineering services to prepare design documents for the replacement of the pump stations with a firm qualified to design pump stations.

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

1. The attached agreement for professional services between the City of Danville and Fehr Graham. in the amount of \$44,000.00 is hereby approved.
2. The Mayor, City Clerk, and Comptroller are hereby authorized and directed to execute all documents necessary for this Resolution.
3. This resolution shall take effect upon its passage and publication.
4. This work shall be paid for from budget line item number 402-402-52022.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ by \_\_\_ Ayes, \_\_\_ Nay, \_\_\_ Not Voting, and \_\_\_ Absent.

APPROVED:

BY: \_\_\_\_\_  
ACTING MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

January 16, 2019

Mr. David Schnelle, PE, SE  
City Engineer  
City of Danville  
1155 E Voorhees Street, Suite A  
Danville IL, 61832

**RE: Pump Station Replacement Project**

Dear Mr. Schnelle:

On Friday, November 30, 2018, the City of Danville (City) contacted Fehr Graham regarding evaluation and replacement of four pump station within the City. Matt Johnson and Roland White met with David Schnelle and Eric Childers to discuss the project on Tuesday, December 4, 2018. Fehr Graham submitted a proposal dated December 17, 2018 for an engineering study and report phase on the pump stations. The study and report phase was proposed to include an analysis of alternative sewer alignments and location of pump stations in the Woodland Trace and Fairway pump station sewersheds. The study and report phase was also proposed to include an investigation of alternate pump type, i.e. chopper, grinder, non-clog, etc. at the Lake Ridge pump station.

After further review, the City does not anticipate the combination of pump stations to be economical, and therefore has elected to not move forward with the engineering study and report phase described in the December 17, 2018 proposal. Instead, the City has elected to move forward with design of the complete replacement of the four existing pump stations in their current location.

A proposal for complete design services of the pump station replacements, including preliminary and final design phase services, was submitted to the City on January 11, 2019. The City provided comment on the proposal to reduce the scope of services and the commensurate compensation to be in line with the City's budget for the project.

**Background and Understanding**

There are four pump stations that the City would like replaced. They are listed as follows:

<i>Pump Station Name</i>	<i>Structure No.</i>	<i>Type</i>	<i>Size</i>	<i>Year Built</i>
<i>Woodland Trace</i>	A0145	Submersible Grinder	5-Hp	1987
<i>3301 Fairway</i>	A0113	Submersible Grinder	2-Hp	1982
<i>3410 Fairway</i>	A0138	Submersible Grinder	3-Hp	1990
<i>Lake Ridge</i>	H0071	Submersible Grinder	2-Hp	1983

The City provided the following materials that describe the existing situation:

- an overall location map,
- subdivision maps showing properties served by each pump station,
- pump station information data for each location,
- schematic cut sheets for 3301 Fairway, and
- pictures of the locations showing surface view, control equipment, and down hole view of wet well/pumps.

We understand that all subject pump stations are experiencing deterioration, require frequent maintenance, have observable failures in the fiberglass wet well structure, and need to be completely replaced. Complete replacement includes structural and electrical components; therefore, it is assumed that temporary pumping will be necessary and will be specified to be designed by the Contractor to allow continued sanitary sewer service to tributary users. 3301 Fairway and 3410 Fairway recently had its controls replaced, which could potentially be re-used as part of a new control panel.

All stations will be designed as a conventional duplex, lead-lag grinder style pump station with high water level alarming. 3301 Fairway has reported clogging problems, therefore an additive alternate utilizing a chopper style pump will also be designed for consideration by the City.

All stations are equipped with SCADATA cellular communication, which will continue to be the preferred communications platform.

### Scope of Services

Based on comments provided on the January 11, 2019 proposal, Fehr Graham proposes to complete the engineering design of the pump station starting at "Final Design". Upon receipt of an executed agreement from the City, we will immediately begin the Final Design phase, which includes:

- Boundary and Topographic Survey of the existing pump stations,
- Utility survey utilizing existing maps and design JULIE locates,
- Selection of no more than three (3) available grinder pump manufacturers to include as acceptable manufacturers in the grinder pump specification,
- Selection of no more than two (2) available chopper pump manufacturers to include as acceptable manufacturers in the chopper pump specification,
- For Bidding Plans, signed and sealed by an Illinois-licensed Professional Engineer(s), including:
  - o Site Plans showing existing and proposed site improvements,
  - o A typical pump station detail drawing with keyed notes for specific station details,
  - o Structures will be called out as ASTM or IDOT standard references on the pump station detail sheet,
  - o A common < 5Hp Electrical design including SCADATA cellular communications, conduit plan view, junction box details, feeder schedule and details, one-line diagram, grounding diagram, and interconnect diagram.
- Grinder and chopper pump technical specifications including:
  - o Control panel requirements,
  - o Accessories, such as guide rails, access hatches, and static ventilation,
  - o Float switches and any additional communication or instrumentation gear requested by City engineering or operations staff,
- OPPC,
- Project Schedule,
- IEPA Permit Applications.

We anticipate milestone reviews by City engineering and operations staff of the Final Design phase deliverables at the midway and pre-final points of the Final Design effort; approximately 60% and 90% complete, respectively. Following incorporation of the City's comments at the 90% complete milestone, we will prepare IEPA permit applications for submittal. The Final Design phase will be considered complete following receipt of the IEPA permit and transmittal to the City of a PDF file containing signed, sealed, and permitted "For Bidding" Plans and Technical Specifications.

Bidding and Negotiation Phase is assumed to immediately commence thereafter, however this proposal does not include Bidding and Negotiation Phase services. Please note that if the City would prefer to accelerate the schedule, the Bidding and Negotiation phase may commence following submission of the IEPA Permit Application; however, we do not recommend issuing a Notice to Proceed to the Contractor until the IEPA Permit is received.

**Schedule**

Fehr Graham proposes the following milestone schedule:

<u>Milestone</u>	<u>Day</u>
Fehr Graham receives authorization to proceed	0
Review existing data / Surveys	3
Receive additional existing pump information from the City	7
60% Draft Plans submitted to City	35
60% Draft Plans Review Meeting with the City	42
90% Draft Plans and Pump Technical Specs submitted to City	56
90% Draft Plans and Pump Technical Specs Review Meeting with the City	63
IEPA Permit Application Submitted	70
IEPA Permit Received	130

The above proposed milestone schedule is typical and may be subject to change depending on the events that transpire during the project. Any changes to the above schedule will be discussed and agreed upon between Fehr Graham and the City prior to implementation of the revised schedule.

Assuming we receive an authorization to proceed on January 25, 2019, we are prepared to submit an IEPA Permit Application no later than April 5, 2019.

**Compensation**

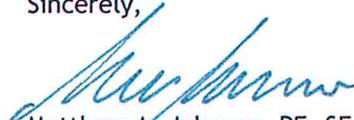
Fehr Graham proposes as compensation for the above-described scope of services a lump sum fee including all labor and reimbursable expenses of \$44,000.

**Authorization to Proceed**

If our proposal meets with the City's expectations and the City would like Fehr Graham to proceed, we will submit an Agreement for the City's review and signature.

If you have any questions or comments on the above proposal, please contact me at [mjohnson@fehr-graham.com](mailto:mjohnson@fehr-graham.com) or (217) 352-7688. Thank you very much for the opportunity to serve the City during this project.

Sincerely,



Matthew A. Johnson, PE, SE  
Principal

MAJ:lmb

Enclosure

**AGREEMENT  
FOR PROFESSIONAL SERVICES**

Client Mr. David Schnelle  
City of Danville  
1155 E. Voorhees Street, Suite A  
Danville, IL 61832

217.431.2286

Description of Services:

**Danville - Pump Station Replacement**

Fehr Graham will perform professional services outlined in the proposal dated January 16, 2019.

COST: The fixed fee for performing the above services is \$44,000.

ESTIMATED PROJECT COMPLETION DATE: April 5, 2019.

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date Accepted \_\_\_\_\_

CONSULTANT:

By  \_\_\_\_\_

Name Matthew A. Johnson

Title Principal

Date Proposed January 22, 2019

## GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees - When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care - Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance - Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability - Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk - Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination - The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable - The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue - Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.

8-C

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION FUNDING THE DENMARK ROAD IMPROVEMENT

WHEREAS, the City of Danville has obtained Federal STU funds and State of Illinois ITEP funds to improve portions of Old Ottawa Road, Denmark Road, and Winter Avenue; and

WHEREAS, all rights of way necessary for the improvement have been acquired; and

WHEREAS, the improvement will coordinated with a sanitary sewer project; and

WHEREAS, the improvement is scheduled to be on the State of Illinois March letting; and

WHEREAS, it is necessary to enter into an agreement with the Illinois Department of Transportation to access the project funding; and

WHEREAS, there is a required 20 percent City match to be paid for from the Motor Fuel Tax fund.

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

1. The attached resolution appropriating Motor Fuel Tax funds necessary to complete the construction of the Denmark Road Roadway improvement is hereby approved.
2. The attached agreement between the City of Danville and the State of Illinois is hereby approved.
3. The Mayor and City Clerk are hereby authorized and directed to execute and deliver said resolutions and agreement on behalf of the City of Danville.
4. This work will be paid from MFT Section 16-00352-00-PV, line item number 103-6352C-16.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

APPROVED:

BY: \_\_\_\_\_  
ACTING MAYOR

ATTEST:  
BY: \_\_\_\_\_  
CITY CLERK



BE IT RESOLVED, by the Council of the City of Danville of Illinois that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Rows include Denmark, Old Ottawa, Logan / Winter, Northern City Limits, Denmark, Rue Bienville.

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of Survey, appraisals, land acquisition, Phase I & II engineering legal, material testing, construction engineering, and construction of a shared use path and associated bridge modifications, fencing, parapet walls, medians, utility adjustments, lighting, and intersection improvements

and shall be constructed various wide and be designated as Section 16-00352-00-PV

2. That there is hereby appropriated the (additional [X] Yes [ ] No) sum of One Million and none Dollars ( \$1,000,000.00 ) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract Labor ; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Form fields for Authorized MFT Expenditure, Date, Department of Transportation, and Regional Engineer.

I, Lisa Monson Clerk in and for the City of Danville of Danville County of Vermillion, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council at a meeting on IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of (SEAL) City, Town, or Village Clerk

 <b>Illinois Department of Transportation</b> <b>Local Public Agency Agreement for Federal Participation</b>	Local Public Agency City of Danville	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 16-00352-00-PV	Fund Type STU, ITEP	ITEP, SRTS, or HSIP Number(s) 542007		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-071-18	3ZB1(718)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**Location**

Local Name Denmark Road/Old Ottawa Road/Rue Bienville Street/Winter Avenue Route FAU 6998/FAU 7021/ MS 6280/FAU 6998 Length 2.9 mi

Termini Denmark Road from North City Limits of Danville to Winter Avenue/ Old Ottawa Road from Golf Circle to Denmark Road/ Rue Bienville Street from Old Ottawa Road to 0.5 mile South of Old Ottawa Road/ Winter Avenue from Denmark Road to North Vermilion Street

Current Jurisdiction City of Danville TIP Number DA-19-01 Existing Structure No -

**Project Description**

Resurfacing and widening including Bikeway and Intersect Improvements.

**Division of Cost**

Type of Work	STU	%	ITEP	%	LPA	%	Total
Participating Construction	1,250,000	( 80 )	1,600,000	( * )	713,000	( BAL )	3,563,000
Non-Participating Construction	( )	( )	( )	( )	( )	( )	( )
Preliminary Engineering	( )	( )	( )	( )	( )	( )	( )
Construction Engineering	( )	( )	( )	( )	( )	( )	( )
Right of Way	( )	( )	( )	( )	( )	( )	( )
Railroads	( )	( )	( )	( )	( )	( )	( )
Utilities	( )	( )	( )	( )	( )	( )	( )
Materials	( )	( )	( )	( )	( )	( )	( )
TOTAL	\$ 1,250,000		\$ 1,600,000		\$ 713,000		\$ 3,563,000

\* 80% ITEP Funds NTE \$1,600,000

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Public Agency Appropriation**

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

**Method of Financing (State Contract Work Only)**

METHOD A---Lump Sum (80% of LPA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
 METHOD C---LPA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, 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 shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; 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.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/railroad** agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - have not within a three-year period preceding this Agreement 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 receiving stolen property;
  - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

---



---

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution Number 3 - ITEP Letter

(Insert Addendum numbers and titles as applicable)

---



---

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Rickey Williams Jr.

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 37-6002207 conducting business as a Governmental Entity.

DUNS Number 071437586

**APPROVED**

State of Illinois  
Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation

Date

By:

Erin Aleman, Director of Planning & Programming

Date

Erin Aleman, Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

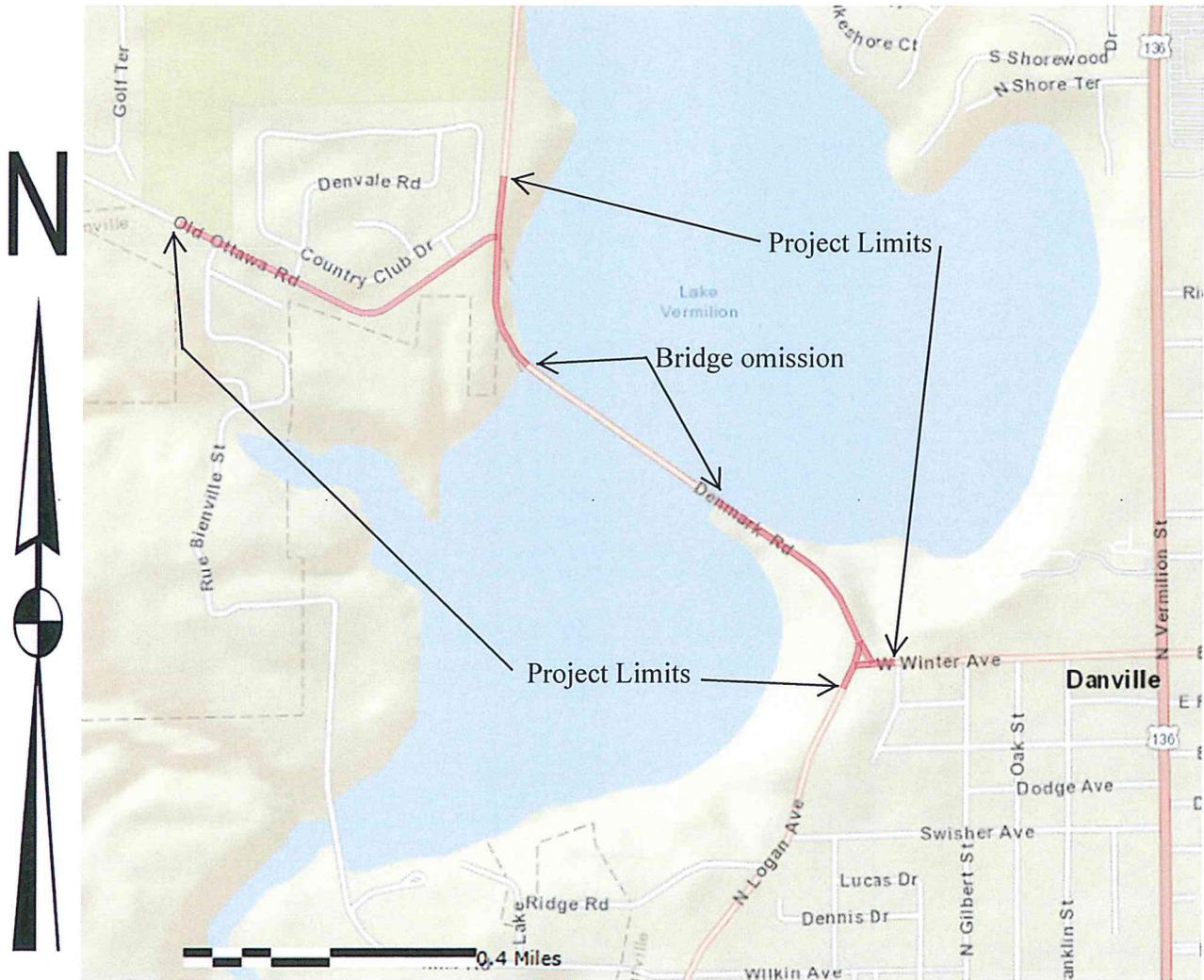
Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

**NOTE:** If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Location Map



Addenda Number 1



# Illinois Department of Transportation

Office of the Secretary  
2300 South Dirksen Parkway / Springfield, Illinois / 62764  
Telephone 217/782-5597

May 11, 2018

Honorable Scott Eisenhauer  
Mayor  
17 West Main Street  
Danville, Illinois 61832

Dear Mayor Eisenhauer:

The Illinois Department of Transportation (IDOT) is pleased to inform you that your project has been selected for Cycle 13 Illinois Transportation Enhancement Program (ITEP) funding for the City of Danville – Denmark Road Bicycle and Pedestrian Enhancement project, ITEP #542007. Congratulations on your successful application. The Department received 218 project applications requesting over \$252 million. The tremendous interest in this program made it very competitive. For a full list of successful applicants, please visit the ITEP website at [www.idot.illinois.gov/itep2018](http://www.idot.illinois.gov/itep2018).

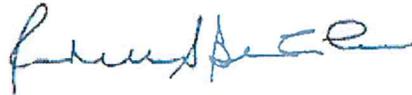
The ITEP commitment for this project will not exceed \$1,600,000, pending a more detailed project review, specifically to determine eligible federal costs. Certain items are ineligible for federal reimbursement, such as contingency fees, routine maintenance and road work such as resurfacing. If the ITEP commitment amount changes after further eligibility review, a letter from IDOT will be sent stating the new award amount.

Because these ITEP funds are subject to lapse (expire) beginning on September 30, 2021, **a mandatory project initiation meeting must be held with District Local Roads and Streets personnel within six weeks of the date of this award notification.** This meeting will establish and discuss a project milestone schedule that will include federal authorization, first billing, and construction letting deadlines.

Please contact Mr. Brian Trygg, District Five Local Roads and Streets Engineer, by telephone at (217)466-7252 immediately to schedule a project initiation meeting and to discuss program requirements and preparation of any agreements and/or contracts. Projects within a Metropolitan Planning Organization (MPO) planning boundary are required to be listed in the local MPO's Transportation Improvement Program (TIP).

Questions regarding the ITEP may be directed to Ms. Christy Davis in the Bureau of Programming at (217) 785-8492.

Sincerely,

A handwritten signature in blue ink, appearing to read "Randall S. Blankenhorn". The signature is fluid and cursive, with a prominent initial "R" and a long, sweeping underline.

Randall S. Blankenhorn  
Secretary

8-D

RESOLUTION NO. \_\_\_\_\_

A Resolution Amending the Contract for the  
2018 Microsurfacing Program – Bid #600

WHEREAS, the City of Danville has determined the need to provide microsurfacing maintenance and pavement striping on various City streets; and

WHEREAS, by Resolution 2018-55 the City Council awarded the contract for Bid #600 to AC PAVEMENT STRIPING CO. in the amount of \$140,079.35; and

WHEREAS, the City added additional work to the program in the amount of \$33,141.19.

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

1. The additional work for Bid #600 is hereby approved.
2. The Mayor and Comptroller are authorized and directed to increase the purchase order for Bid #600 by \$33,141.19 to a total of \$173,220.54. The Mayor is authorized to issue a purchase order and perform all work necessary to complete and pay for this transaction.
3. This shall be paid for from the Motor Fuel Tax Fund Section 18-00000-00-GM line item number 103-103-18-600GM.
4. This Resolution shall take effect upon its passage and publication in pamphlet form.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

APPROVED:

BY: \_\_\_\_\_  
ACTING MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

J-E

RESOLUTION NO. \_\_\_\_\_

A Resolution Awarding the Contract for Bowman Avenue Force Main Project  
Bid #611

WHEREAS, the City of Danville has determined the need to install a sanitary force main and private lift station to serve the Villas of Hollybrook development; and

WHEREAS, upon conclusion of the project, the owner of the Villas of Hollybrook property will be granted ownership of and will maintain the new sanitary force main and pump station; and

WHEREAS, upon change of ownership, the City will grant the owner of the Villas of Hollybrook property an easement within the public right of way to maintain the force main; and

WHEREAS, the City of Danville has developed plans and specifications, advertised for bids, and solicited interested vendors.

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

1. The Fiscal Year 2018-2019 Sewer Fund (Fund 402) budget be amended by increasing the line item 402-402-55018 in the amount of \$85,000.00; the funds for the amendment to come from the Sewer Fund Reserve.
2. The contract for the Bowman Avenue Sanitary Force Main Improvement is hereby awarded to the lowest responsible bidder, Schomburg & Schomburg Construction. in the amount of \$82,182.00.
3. The Mayor is authorized to issue a purchase order and perform all work necessary to complete and pay for this transaction.
4. This shall be paid for from 402-402-55018, Sanitary Sewer Replacement Fund.
5. This Resolution shall take effect upon its passage and publication in pamphlet form.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ by \_\_\_\_ Ayes, \_\_\_\_ Nays, \_\_\_\_ Absent

APPROVED:

BY: \_\_\_\_\_  
ACTING MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

**BID 611 RECAP**

BOWMAN AVENUE SANITARY FORCE MAIN PROJECT

\*\*\*\*\*

CROSS CONSTRUCTION	\$ 131,487.50
<b>SCHOMBURG &amp; SCHOMBURG</b>	<b>\$ 82,182.00</b>
BOB BROWN CONSTRUCTION	\$ 92,454.00

8-F

RESOLUTION NO. \_\_\_\_\_

A Resolution Amending the Contract for the Koehn Creek Interceptor Sanitary Sewer Improvement Bid #592

WHEREAS, the City of Danville has determined the need to replace the sanitary sewer over Stoney Creek near South Griffin Street; and

WHEREAS, by Resolution 2018-9 the City Council awarded the contract for Bid #592 to Midwest Asphalt, Inc. in the amount of \$359,378.55; and

WHEREAS, unstable soil conditions were encountered that more than doubled the amount of excavation and backfill; and

WHEREAS, the additional work increased the amount of time that bypass pumping was required; and

WHEREAS, the Contractor was required to have two bypass pumping generators and pumps operational at all times; and

WHEREAS, the cost of the additional work and bypass pumping totaled \$106,000.00

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

1. The additional work for Bid #592 is hereby approved.
2. The Mayor and Comptroller are authorized and directed to increase the purchase order for Bid #592 by \$106,000.00 to a total of \$465,378.55. The Mayor is authorized to issue a purchase order and perform all work necessary to complete and pay for this transaction.
3. This shall be paid for from the Sewer Enterprise Fund line item number 402-402-00-55018.
4. The funds from this work will come from the Sewer Enterprise Fund reserve.
5. Increase the budget for line item 402-402-00-55018 by \$106,000.00.
6. This Resolution shall take effect upon its passage and publication in pamphlet form.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ by \_\_\_\_ Ayes, \_\_\_\_ Nays, \_\_\_\_ Absent

APPROVED:

BY: \_\_\_\_\_  
ACTING MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK



**ORDINANCE NO. \_\_\_\_\_**

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

WHEREAS, a Petition to Vacate was filed by REG Danville LLC, Petitioner, requesting that the City Council vacate the street(s), alley(s), or part(s) thereof, legally described as follows, to-wit:

Attached as Exhibit A

and,

WHEREAS, pursuant to notice duly given by the Public Works Department, a public hearing on the Petition to Vacate was conducted by the Public Works Committee of the City Council on February 12, 2019; and,

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

WHEREAS, the vacation(s) set forth herein are part of a large development project by the Petitioner, the City, in order to assist with the project, will receive no compensation for the vacation(s); and,

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

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

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

Section 2: There are, or may be in the future, one or more public service facilities located in

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

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

Section 3: The alley vacations are part of a development project. In order to assist the development project, the City will not require compensation for the vacation(s) hereunder.

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

Section 5: Only the following owner(s) of one particular parcel identified in the Petition to Vacate as paying 100% of the compensation set forth above, shall acquire title to the entire alley, or part thereof, vacated hereunder, unless the deed or other instrument dedicating such alley has expressly provided for a specific devolution of the title thereto upon the abandonment or vacation thereof, in which case such specific devolution shall control: REG Danville LLC.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_ Ayes, \_\_\_\_ Nays, and \_\_\_\_ Absent.

APPROVED:

By: \_\_\_\_\_  
Acting Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

**EXHIBIT A**

**LOT 1 OF CHARLES LEVERENZ' FIRST ADDITION TO THE CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS. AS PER PLAT RECORDED IN PLAT BOOK 1 AT PAGE 128 IN THE OFFICE OF THE VERMILION COUNTY RECORDER. 707 E. HARRISON STREET**

**AND ALSO**

**LOT 1 OF CHRIST EVERT'S FIRST ADDITION TO THE CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS, AS PER PLAT RECORDED IN PLAT BOOK 1 AT PAGE 122 IN THE OFFICE OF THE VERMILION COUNTY RECORDER. 710 E. HARRISON STREET**

**AND ALSO**

**LOTS 2, 6, 7, AND 8 OF CLERKS SUBDIVISION OF LOTS 5, 6, AND 7 OF ASSESSORS SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN PLAT BOOK 1 AT PAGE 402 IN THE OFFICE OF THE VERMILION COUNTY RECORDER. 210 ANDERSON AND 206 ANDERSON STREET AND 204 ANDERSON STREET AND 201 ANDERSON STREET AND 203 ANDERSON STREET AND 219 ANDERSON STREET AND 715 JOHNSON STREET**

**AND ALSO**

**LOTS 1, 2, 3, 4, 5, 6, 7, 8, AND 9 OF A.D. ROSS' ADDITION TO THE CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS AS PER PLAT RECORDED IN PLAT BOOK 1 AT PAGE 135 IN THE OFFICE OF THE VERMILION COUNTY RECORDER. 712 JOHNSON STREET AND 710 JOHNSON STREET AND 114 N COLLETT STREET**

**AND ALSO**

**LOTS 1, AND 2 OF CLERK'S SUB OF LOT 9 OF CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7 OF ASSESSORS SUBDIVISION AS PER LAT RECORDED IN PLAT BOOK G, AT PAGE 291 IN THE OFFICE OF THE VERMILION COUNTY RECORDER, 709 JOHNSON STREET**

**AND ALSO**

**LOTS 1, 2, 3, AND 4 OF CLERK'S SUBDIVISION OF LOT 13 OF ASSESSOR'S SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1 AT PAGE 378 IN THE OFFICE OF THE VERMILION COUNTY RECORDER. 104 N COLLETT STREET AND 751 E. NORTH STREET**

AND ALSO

**LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 12 OF F.A. RICHARDSON ETAL SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 1, AT PAGE 345 IN THE OFFICE OF THE VERMILION COUNTY RECORDER. 717 E. NORTH STREET AND 741 E. NORTH STREET AND 743 E. NORTH STREET**

BEFORE THE DANVILLE CITY COUNCIL  
DANVILLE, ILLINOIS

OFFICE USE	Public Hearing Date: <u>2/12/19</u>
	City Council Approval Date: <u>2/19/19</u>
Non-refundable Filing Fee of \$100.00 Paid: <input checked="" type="checkbox"/>	Rec'd by: <u>CJM</u>

STATE OF ILLINOIS            )  
  ) SS:  
COUNTY OF VERMILION )

**FILED**  
DEC 13 2018  
Lisa K. Monson, City Clerk  
Danville, Illinois  
Vok  
CJM  
12/13/18

**PETITION TO VACATE**

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

1. The Petitioner(s) names(s), residence address(es), and phone number(s) is/are as follows:  
REG DANVILLE, LLC 416 S BELL AVE PO BOX 888 AMES, IA, 500102. ATTN: PAUL CALAMARI,  
PLANT MANAGER REG DANVILLE LLC, RENEWABLE ENERGY GROUP, 300 NORTH  
ANDERSON, DANVILLE, ILLINOIS 61832 (OFFICE) 217-431-6600.

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

LOT 1 OF CHARLES LEVERENZ' FIRST ADDITION TO THE CITY OF DANVILLE,  
VERMILION COUNTY, ILLINOIS. AS PER PLAT RECORDED IN PLAT BOOK 1 AT PAGE  
128 IN THE OFFICE OF THE VERMILION COUNTY RECORDER. 707 E. HARRISON  
STREET

AND ALSO

LOT 1 OF CHRIST EVERT'S FIRST ADDITION TO THE CITY OF DANVILLE, VERMILION  
COUNTY, ILLINOIS, AS PER PLAT RECORDED IN PLAT BOOK 1 AT PAGE 122 IN THE  
OFFICE OF THE VERMILION COUNTY RECORDER. 710 E. HARRISON STREET

AND ALSO

LOTS 2, 6, 7, AND 8 OF CLERKS SUBDIVISION OF LOTS 5, 6, AND 7 OF ASSESSORS SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN PLAT BOOK 1 AT PAGE 402 IN THE OFFICE OF THE VERMILION COUNTY RECORDER. 210 ANDERSON AND 206 ANDERSON STREET AND 204 ANDERSON STREET AND 201 ANDERSON STREET AND 203 ANDERSON STREET AND 219 ANDERSON STREET AND 715 JOHNSON STREET

AND ALSO

LOTS 1, 2, 3, 4, 5, 6, 7, 8, AND 9 OF A.D. ROSS' ADDITION TO THE CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS AS PER PLAT RECORDED IN PLAT BOOK 1 AT PAGE 135 IN THE OFFICE OF THE VERMILION COUNTY RECORDER. 712 JOHNSON STREET AND 710 JOHNSON STREET AND 114 N COLLETT STREET

AND ALSO

LOTS 1, AND 2 OF CLERK'S SUB OF LOT 9 OF CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7 OF ASSESSORS SUBDIVISION AS PER LAT RECORDED IN PLAT BOOK G, AT PAGE 291 IN THE OFFICE OF THE VERMILION COUNTY RECORDER, 709 JOHNSON STREET

AND ALSO

LOTS 1, 2, 3, AND 4 OF CLERK'S SUBDIVISION OF LOT 13 OF ASSESSOR'S  
SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1 AT PAGE 378 IN THE  
OFFICE OF THE VERMILION COUNTY RECORDER. 104 N COLLETT STREET AND  
751 E. NORTH STREET

AND ALSO

LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 12 OF F.A. RICHARDSON ETAL SUBDIVISION  
AS PER PLAT RECORDED IN PLAT BOOK 1, AT PAGE 345 IN THE OFFICE OF THE  
VERMILION COUNTY RECORDER. 717 E. NORTH STREET AND 741 E. NORTH  
STREET AND 743 E. NORTH STREET

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

SEE ATTACHED EXHIBIT "A"

4. The names and residence address(es) of the persons(s) and entities, in addition to the Petitioner(s),

who ~~is~~ are entitled to notice of the public hearing as provided in §30.10 (B) of the Code of Ordinances of the City of Danville is/are as follows:

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

OWNER	LOT ADDRESS	MAILING ADDRESS
CITY OF DANVILLE	727 E North Street	17 W MAIN DANVILLE, IL, 61832

\*NO OWNER ACCORDING TO VERMILION COUNTY ASSESSOR'S OFFICE OF THE FORMER C & E. I. RAILROAD PROPERTY EAST OF LOT 2 OF CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7 OF ASSESSOR'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN.

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

OWNER	LOT ADDRESS	MAILING ADDRESS
BUNGE MILLING, LAUHOFF ATTN: CHRISTINA FUNK	709 E NORTH DANVILLE, IL 61832	11720 BORMAN DR ST LOUIS, MO, 63146
BUNGE MILLING, LAUHOFF ATTN: CHRISTINA FUNK	748 E NORTH DANVILLE, IL 61832	11720 BORMAN DR ST LOUIS, MO, 63146
CITY OF DANVILLE	716 E NORTH DANVILLE, IL 61832	17 W MAIN DANVILLE, IL, 61832
CITY OF DANVILLE	718 E NORTH DANVILLE, IL 61832	17 W MAIN DANVILLE, IL, 61832
LIVINGSTON, ELOUISE	744 E NORTH DANVILLE, IL 61832	LIVINGSTON, ELOUISE 6408 FOGGY OAK DR FAIRBURN, GA, 30213
TYLER, DARIUS	13 N COLLETT DANVILLE, IL, 61832	13 N COLLETT DANVILLE, IL, 61832

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

<u>NAME</u>	<u>PROPORTION %</u>
REG DANVILLE LLC	100%
300 NORTH ANDERSON STREET	
DANVILLE, ILLINOIS 61832	

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

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

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

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

Petitioner(s): Natalie Merrill (signed)

Print Name: Natalie Merrill

\_\_\_\_\_ (signed)

Print Name: \_\_\_\_\_

\_\_\_\_\_ (signed)

Print Name: \_\_\_\_\_

VERIFICATION

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

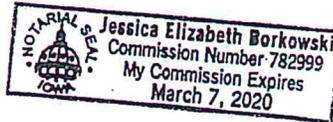
Natalie Merrill as secretary for  
Natalie Merrill REG Danville, LLC

State of Iowa  
County of Story  
Subscribed and sworn to  
before me this 10 day of

December, 2018  
before me, Jessica Elizabeth Borkowski, the undersigned Notary Public, appeared Natalie Merrill personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledge to me that he/she /they executed the same for the purposes therein stated.

Jessica Elizabeth Borkowski  
Notary Public Signature  
Jessica Elizabeth Borkowski  
Notary Public Printed Name

March 7, 2020  
My Commission Expires



"PARCEL 'F' HARRISON STREET: A 50 FOOT WIDE STREET RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF CHARLES LEVERENZ FIRST ADDITION TO DANVILLE ILLINOIS, AS PER PLAT RECORDED IN PLAT BOOK 1, AT PAGE 128 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE EAST ALONG AN EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 OF SAID CHS' LEVERENZ FIRST ADDITION, TO THE WESTERLY RIGHT OF WAY LINE OF THE FORMER C. & E.I. RAILROAD COMPANY; THENCE SOUTHEAST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID FORMER C. & E.I. RAILROAD COMPANY TO THE NORTHEAST CORNER OF LOT 2 OF CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7 OF ASSESSOR'S SUB OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN PLAT BOOK 1 AT PAGE 402 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE WEST ALONG THE NORTH LINE OF LOT 2 OF SAID CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7, AND A WESTERLY EXTENSION THEREOF TO THE NORTHEAST CORNER OF LOT 1 OF CHRIST EVERTS' 1ST ADDITION TO THE CITY OF DANVILLE, AS PER PLAT RECORDED IN PLAT BOOK 1, AT PAGE 122 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 1 OF SAID CHS' LEVERENZ FIRST ADDITION TO THE POINT OF BEGINNING.

SAID TOTAL PUBLIC RIGHT OF WAY OF HARRISON STREET PROPOSED TO BE VACATED BY THE CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS CONTAINING 5,650 SQUARE FEET, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN VERMILION COUNTY, ILLINOIS.

AND ALSO:

"PARCEL 'G' ANDERSON STREET: A 66 FOOT WIDE STREET RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF CHRIST EVERTS' 1ST ADDITION TO THE CITY OF DANVILLE, AS PER PLAT RECORDED IN PLAT BOOK 1, AT PAGE 122 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE EAST TO THE NORTHWEST CORNER OF LOT 2 OF CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7 OF ASSESSOR'S SUB OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN PLAT BOOK 1, AT PAGE 402 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE SOUTH ALONG THE WEST LINE OF LOT 2 OF SAID CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7 TO THE SOUTHWEST CORNER OF LOT 2 OF SAID CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7; THENCE WEST TO THE SOUTHEAST CORNER OF LOT 7 OF SAID CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7; THENCE NORTH ALONG THE EAST LINE OF LOT 7 AND LOT 6 OF SAID CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7 AND THE EAST LINE OF LOT 1 OF SAID CHRIST EVERTS' 1ST ADDITION TO THE POINT OF BEGINNING;

SAID TOTAL PUBLIC RIGHT OF WAY OF ANDERSON STREET PROPOSED TO BE VACATED BY THE CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS CONTAINING 29,090 SQUARE FEET, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN VERMILION COUNTY, ILLINOIS.

AND ALSO

"PARCEL 'H' JOHNSON STREET: A 49 1/2 FOOT WIDE STREET RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 OF THE CLERK'S SUBDIVISION OF LOT 9 OF CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7 OF ASSESSOR'S SUB OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN PLAT BOOK G AT PAGE 291 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF JOHNSON STREET, ALSO BEING THE SOUTH LINE OF SAID CLERK'S SUBDIVISION OF LOT 9 AND THE SOUTH LINE OF LOT 2 OF CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7 OF ASSESSOR'S SUB OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN PLAT BOOK 1 AT PAGE 402 IN THE OFFICE OF THE VERMILION COUNTY RECORDER, TO THE WESTERLY RIGHT OF WAY LINE

© 2018 ALL RIGHTS RESERVED  
BERNS, CLANCY AND ASSOCIATES, P.C.

OF THE FORMER C. & E.I. RAILROAD COMPANY, ALSO BEING THE SOUTHEAST CORNER OF LOT 2 OF SAID CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7; THENCE SOUTHEASTERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF THE FORMER C. & E.I. RAILROAD COMPANY, TO THE WESTERLY RIGHT OF WAY LINE OF COLLETT STREET; THENCE SOUTH ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID COLLETT STREET, TO THE NORTHEAST CORNER OF LOT 1 OF A.D. ROSS' ADDITION, AS PER PLAT RECORDED IN PLAT BOOK 1 AT PAGE 135 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE WEST ALONG THE NORTH LINE OF SAID A.D. ROSS' ADDITION, TO THE NORTHWEST CORNER OF LOT 9 OF SAID A.D. ROSS' ADDITION; THENCE NORTHERLY TO THE SOUTHWEST CORNER OF LOT 2 OF SAID CLERK'S SUBDIVISION OF LOT 9 AND THE POINT OF BEGINNING;

SAID TOTAL PUBLIC RIGHT OF WAY OF JOHNSON STREET PROPOSED TO BE VACATED BY THE CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS CONTAINING 29,510 SQUARE FEET, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN VERMILION COUNTY, ILLINOIS.

AND ALSO:

"PARCEL 'I' ANDERSON STREET: A 66 FOOT WIDE STREET RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 5 OF A.D. ROSS' ADDITION AS PER PLAT RECORDED IN PLAT BOOK 1, AT PAGE 135 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE EAST ALONG AN EASTERLY EXTENSION OF THE NORTH LINE OF LOT 5 OF SAID A.D. ROSS' ADDITION TO THE NORTHWEST CORNER OF LOT 4 OF SAID A.D. ROSS' ADDITION; THENCE SOUTH ALONG THE WEST LINE OF LOT 4 OF SAID A.D. ROSS' ADDITION, TO THE SOUTHWEST CORNER OF LOT 4 OF SAID A.D. ROSS' ADDITION; THENCE WESTERLY TO THE SOUTHEAST CORNER OF LOT 5 OF SAID A.D. ROSS' ADDITION THENCE NORTH ALONG THE EAST LINE OF LOT 5 OF SAID A.D. ROSS' ADDITION TO THE POINT OF BEGINNING.

SAID TOTAL PUBLIC RIGHT OF WAY OF ANDERSON STREET PROPOSED TO BE VACATED BY THE CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS CONTAINING 8,600 SQUARE FEET, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN VERMILION COUNTY, ILLINOIS.

CONTINUED ON SHEET 2

PARCEL "F", PARCEL "G", PARCEL "H",  
PARCEL "I", AND PARCEL "J"  
PLAT OF VACATION OF STREETS AND ALLEYS  
IN A PART OF THE NORTHWEST QUARTER OF  
SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 WEST  
OF THE SECOND PRINCIPAL MERIDIAN,  
CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS



**BERNS, CLANCY AND ASSOCIATES**  
ENGINEERS • SURVEYORS • PLANNERS  
101 THORNTON BUILDING • 28 WEST NORTH STREET  
DANVILLE, ILLINOIS 61832-5729  
PHONE: (217) 431-1144 • FAX: (217) 431-2929

FILE: 6927-39.DWG      DATE: 11/21/18  
JOB: 6927-39      SHEET 1 OF 2

EXHIBIT "A" (CTD.)

AND ALSO:

\*PARCEL "J": ALLEY RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3 OF A.D. ROSS' ADDITION, AS PER PLAT RECORDED IN PLAT BOOK 1 AT PAGE 135 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE EAST TO THE NORTHWEST CORNER OF LOT 1 OF SAID A.D. ROSS' ADDITION; THENCE SOUTH ALONG THE WEST LINE OF LOT 1 AND LOT 2 OF SAID A.D. ROSS' ADDITION, TO THE SOUTHWEST CORNER OF LOT 2 OF SAID A.D. ROSS' ADDITION; THENCE SOUTH ALONG THE WEST LINE OF LOT 1, LOT 2, LOT 3, AND LOT 4 OF CLERK'S SUBDIVISION OF LOT 13, AS PER PLAT RECORDED IN PLAT BOOK 1 AT PAGE 378 IN THE OFFICE OF THE VERMILION COUNTY RECORDER TO THE SOUTHWEST CORNER OF LOT 4 OF SAID CLERK'S SUBDIVISION OF LOT 13 AND THE NORTH RIGHT OF WAY LINE OF NORTH STREET; THENCE WEST ALONG THE SAID NORTH RIGHT OF WAY LINE OF NORTH STREET TO THE SOUTHEAST CORNER OF LOT 12 OF F.A. RICHARDSON ETAL'S SUBDIVISION TO DANVILLE, ILLINOIS; AS PER PLAT RECORDED IN BOOK 1 AT PAGE 345 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE NORTH ALONG THE EAST LINE OF LOT 12 OF SAID F.A. RICHARDSON SUBDIVISION, TO THE NORTHEAST CORNER OF LOT 12 OF SAID F.A. RICHARDSON SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF LOT 2 THROUGH LOT 12 OF SAID F.A. RICHARDSON SUBDIVISION; TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 9 OF SAID A.D. ROSS' ADDITION; THENCE NORTHERLY ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 9 OF SAID A.D. ROSS' ADDITION, TO THE SOUTHWEST CORNER OF LOT 9 OF SAID A.D. ROSS' ADDITION; THENCE EAST ALONG THE SOUTH LINE OF LOT 9 THROUGH LOT 5 OF SAID A.D. ROSS' ADDITION, TO THE SOUTHEAST CORNER OF LOT 5 OF SAID A.D. ROSS' ADDITION; THENCE SOUTHEASTERLY TO THE SOUTHWEST CORNER OF LOT 4 OF SAID A.D. ROSS' ADDITION; THENCE EAST ALONG THE SOUTH LINE OF LOT 4 AND LOT 3 OF SAID A.D. ROSS' ADDITION TO THE SOUTHEAST CORNER OF LOT 3 OF SAID A.D. ROSS' ADDITION; THENCE NORTH ALONG THE EAST LINE OF LOT 3 OF SAID A.D. ROSS' ADDITION TO THE NORTHEAST CORNER OF LOT 3 OF SAID A.D. ROSS' ADDITION AND THE POINT OF BEGINNING.

SAID TOTAL PUBLIC ALLEY RIGHT OF WAY PROPOSED TO BE VACATED BY THE CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS CONTAINING 10,590 SQUARE FEET, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN VERMILION COUNTY, ILLINOIS.

PARCEL "F", PARCEL "G", PARCEL "H",  
PARCEL "I", AND PARCEL "J"  
PLAT OF VACATION OF STREETS AND ALLEYS  
IN A PART OF THE NORTHWEST QUARTER OF  
SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 WEST  
OF THE SECOND PRINCIPAL MERIDIAN,  
CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS



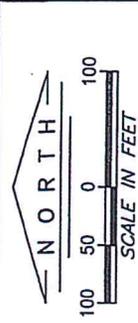
BERNS, CLANCY AND ASSOCIATES  
ENGINEERS • SURVEYORS • PLANNERS  
101 THORNTON BUILDING • 28 WEST NORTH STREET  
DANVILLE, ILLINOIS 61832-5728  
PHONE: (217) 431-1144 • FAX: (217) 431-2929

FILE: 6927-39:DWG      DATE: 11/12/18  
JOB: 6927-39      SHEET 2 OF 2



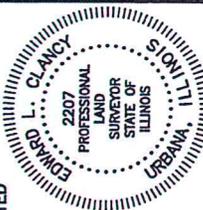
**AREA SUMMARY**

PARCEL "F"	5,650 SQUARE FEET ± (0.13 ACRES ±)
PARCEL "G"	29,090 SQUARE FEET ± (0.67 ACRES ±)
PARCEL "H"	29,510 SQUARE FEET ± (0.68 ACRES ±)
PARCEL "I"	8,600 SQUARE FEET ± (0.20 ACRES ±)
PARCEL "J"	10,590 SQUARE FEET ± (0.24 ACRES ±)



**LEGEND**

- EXISTING IRON PIPE/PIN SURVEY MONUMENT FOUND
- EXISTING RIGHT-OF-WAY LINE
- POB POINT-OF-BEGINNING
- ( ) RECORD MEASUREMENT AND/OR DATA
- ⊥ DENOTES 90 DEGREE ANGLE
- PROPOSED RIGHT-OF-WAY TO BE VACATED



SIGNED AND SEALED NOVEMBER 12, 2018

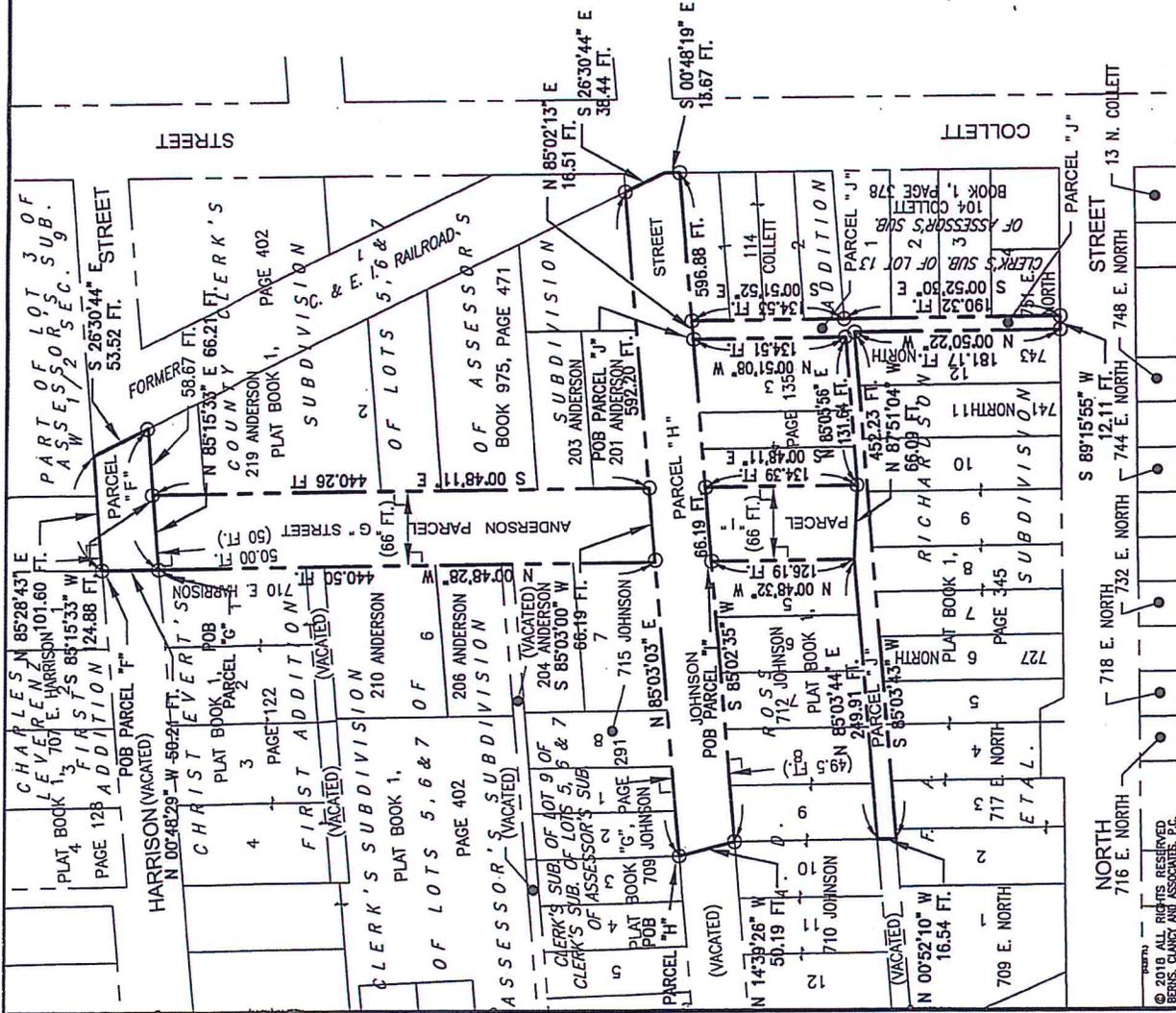
*Edward L. Clancy*

EDWARD L. CLANCY, L.S., P.E., PRESIDENT  
BERNS, CLANCY AND ASSOCIATES, P.C.  
ILLINOIS PROFESSIONAL LAND SURVEYOR 2207  
LICENSE EXPIRATION: NOVEMBER 30, 2018  
URBANA, CHAMPAIGN COUNTY, ILLINOIS  
ILLINOIS PROFESSIONAL DESIGN FIRM 2999  
LICENSE EXPIRATION: APRIL 30, 2019

PARCEL "F", PARCEL "G", PARCEL "H",  
PARCEL "I", AND PARCEL "J"  
PLAT OF VACATION OF STREETS AND ALLEYS  
IN A PART OF THE NORTHWEST QUARTER OF  
SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 WEST  
OF THE SECOND PRINCIPAL MERIDIAN,  
CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS

**BCA**  
BERNS, CLANCY AND ASSOCIATES  
ENGINEERS • SURVEYORS • PLANNERS  
101 THORNTON BUILDING - 28 WEST NORTH STREET  
DANVILLE, ILLINOIS 61822-5720  
PHONE: (217) 431-1144 • FAX: (217) 431-2829

FILE: 6927-39.DWG    DATE: 11/12/18    SHEET 1 OF 3  
JOB: 6927-39



© 2018 ALL RIGHTS RESERVED  
BERNS, CLANCY AND ASSOCIATES, P.C.

### SURVEYOR'S REPORT

I, EDWARD L. CLANCY, ILLINOIS PROFESSIONAL LAND SURVEYOR 2207 AND PRESIDENT OF BERNS, CLANCY AND ASSOCIATES, P.C., DO HEREBY STATE THAT AT THE REQUEST OF AND FOR THE EXCLUSIVE BENEFIT OF REG DANVILLE, LLC, I PREPARED THE FOLLOWING DESCRIPTIONS AND ACCOMPANYING PLAT OF PUBLIC RIGHT-OF-WAY PROPOSED TO BE VACATED BY THE CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS. SAID PUBLIC RIGHT-OF-WAY BEING A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"PARCEL 'F' HARRISON STREET: A 50 FOOT WIDE STREET RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF CHARLES LEVERENZ FIRST ADDITION TO DANVILLE, ILLINOIS, AS PER PLAT RECORDED IN PLAT BOOK 1, AT PAGE 128 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE EAST ALONG AN EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 OF SAID CHS' LEVERENZ FIRST ADDITION, TO THE WESTERLY RIGHT OF WAY LINE OF THE FORMER C. & E.I. RAILROAD COMPANY; THENCE SOUTHEAST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID FORMER C. & E.I. RAILROAD COMPANY TO THE NORTHEAST CORNER OF LOT 2 OF CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7 OF ASSESSOR'S SUB OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN PLAT BOOK 1 AT PAGE 402 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE WEST ALONG THE NORTH LINE OF LOT 2 OF SAID CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7; AND A WESTERLY EXTENSION THEREOF TO THE NORTHEAST CORNER OF LOT 1 OF CHRIST EVERT'S 1ST ADDITION TO THE CITY OF DANVILLE, AS PER PLAT RECORDED IN PLAT BOOK 1, AT PAGE 122 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 1 OF SAID CHS' LEVERENZ FIRST ADDITION TO THE POINT OF BEGINNING.

SAID TOTAL PUBLIC RIGHT OF WAY OF HARRISON STREET PROPOSED TO BE VACATED BY THE CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS CONTAINING 5,650 SQUARE FEET, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN VERMILION COUNTY, ILLINOIS.

AND ALSO:

"PARCEL 'G' ANDERSON STREET: A 66 FOOT WIDE STREET RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF CHRIST EVERT'S 1ST ADDITION TO THE CITY OF DANVILLE, AS PER PLAT RECORDED IN PLAT BOOK 1, AT PAGE 122 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE EAST TO THE NORTHWEST CORNER OF LOT 2 OF CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7 OF ASSESSOR'S SUB OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN PLAT BOOK 1, AT PAGE 402 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE SOUTH ALONG THE WEST LINE OF LOT 2 OF SAID CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7; THENCE WEST TO THE SOUTHWEST CORNER OF LOT 2 OF SAID CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7; THENCE NORTH ALONG THE EAST LINE OF LOT 7 AND LOT 6 OF SAID CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7 AND THE EAST LINE OF LOT 1 OF SAID CHRIST EVERT'S 1ST ADDITION TO THE POINT OF BEGINNING;

SAID TOTAL PUBLIC RIGHT OF WAY OF ANDERSON STREET PROPOSED TO BE VACATED BY THE CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS CONTAINING 29,090 SQUARE FEET, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN VERMILION COUNTY, ILLINOIS.

AND ALSO

"PARCEL 'H' JOHNSON STREET: A 49 1/2 FOOT WIDE STREET RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 OF THE CLERK'S SUBDIVISION OF LOT 9 OF CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7 OF ASSESSOR'S SUB OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN PLAT BOOK 6 AT PAGE 281 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF JOHNSON STREET, ALSO BEING THE SOUTH LINE OF SAID CLERK'S SUBDIVISION OF LOT 9 AND THE SOUTH LINE OF LOT 2 OF CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7 OF ASSESSOR'S SUB OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN PLAT BOOK 1 AT PAGE 402 IN THE OFFICE OF THE VERMILION COUNTY RECORDER, TO THE WESTERLY RIGHT OF WAY LINE OF THE FORMER C. & E.I. RAILROAD COMPANY, ALSO BEING THE SOUTHEAST CORNER OF LOT 2 OF SAID CLERK'S SUBDIVISION OF LOTS 5, 6, AND 7; THENCE SOUTHEASTERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF THE FORMER C. & E.I. RAILROAD COMPANY, TO THE WESTERLY RIGHT OF WAY LINE OF COLLETT STREET; THENCE SOUTH ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID COLLETT STREET, TO THE NORTHEAST CORNER OF LOT 1 OF A.D. ROSS' ADDITION, AS PER PLAT RECORDED IN PLAT BOOK 1 AT PAGE 135 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE WEST ALONG THE NORTH LINE OF SAID A.D. ROSS' ADDITION, TO THE NORTHWEST CORNER OF LOT 9 OF SAID A.D. ROSS' ADDITION; THENCE NORTHERLY TO THE SOUTHWEST CORNER OF LOT 2 OF SAID CLERK'S SUBDIVISION OF LOT 9 AND THE POINT OF BEGINNING;

SAID TOTAL PUBLIC RIGHT OF WAY OF JOHNSON STREET PROPOSED TO BE VACATED BY THE CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS CONTAINING 29,510 SQUARE FEET, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN VERMILION COUNTY, ILLINOIS.

CONTINUED ON SHEET 3

PARCEL "F", PARCEL "G", PARCEL "H",  
PARCEL "I", AND PARCEL "J"  
PLAT OF VACATION OF STREETS AND ALLEYS  
IN A PART OF THE NORTHWEST QUARTER OF  
SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 WEST  
OF THE SECOND PRINCIPAL MERIDIAN,  
CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS



**BERNS, CLANCY AND ASSOCIATES**  
ENGINEERS • SURVEYORS • PLANNERS  
101 THORNTON BUILDING • 28 WEST NORTH STREET  
DANVILLE, ILLINOIS 61832-5729  
PHONE: (217) 431-1144 • FAX: (217) 431-2929

FILE: 6927-39.DWG  
JOB: 6927-39

DATE: 11/12/18

SHEET 2 OF 3

**SURVEYOR'S REPORT (CTD.)**

AND ALSO:

"PARCEL "I" ANDERSON STREET": A 66 FOOT WIDE STREET RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 5 OF A.D. ROSS' ADDITION, AS PER PLAT RECORDED IN PLAT BOOK 1, AT PAGE 135 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE EAST ALONG AN EASTERLY EXTENSION OF THE NORTH LINE OF LOT 5 OF SAID A.D. ROSS' ADDITION TO THE NORTHWEST CORNER OF LOT 4 OF SAID A.D. ROSS' ADDITION; THENCE SOUTH ALONG THE WEST LINE OF LOT 4 OF SAID A.D. ROSS' ADDITION, TO THE SOUTHWEST CORNER OF LOT 4 OF SAID A.D. ROSS' ADDITION; THENCE WESTERLY TO THE SOUTHWEST CORNER OF LOT 5 OF SAID A.D. ROSS' ADDITION THENCE NORTH ALONG THE EAST LINE OF LOT 5 OF SAID A.D. ROSS' ADDITION TO THE POINT OF BEGINNING.

SAID TOTAL PUBLIC RIGHT OF WAY OF ANDERSON STREET PROPOSED TO BE VACATED BY THE CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS CONTAINING 8,600 SQUARE FEET, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN VERMILION COUNTY, ILLINOIS.

AND ALSO:

"PARCEL "J": ALLEY RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3 OF A.D. ROSS' ADDITION, AS PER PLAT RECORDED IN PLAT BOOK 1 AT PAGE 135 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE EAST TO THE NORTHWEST CORNER OF LOT 1 OF SAID A.D. ROSS' ADDITION; THENCE SOUTH ALONG THE WEST LINE OF LOT 1 AND LOT 2 OF SAID A.D. ROSS' ADDITION, TO THE SOUTHWEST CORNER OF LOT 2 OF SAID A.D. ROSS' ADDITION; THENCE SOUTH ALONG THE WEST LINE OF LOT 1, LOT 2, LOT 3, AND LOT 4 OF CLERK'S SUBDIVISION OF LOT 13, AS PER PLAT RECORDED IN PLAT BOOK 1 AT PAGE 378 IN THE OFFICE OF THE VERMILION COUNTY RECORDER TO THE SOUTHWEST CORNER OF LOT 4 OF SAID CLERK'S SUBDIVISION OF LOT 13 AND THE NORTH RIGHT OF WAY LINE OF NORTH STREET; THENCE WEST ALONG THE SAID NORTH RIGHT OF WAY LINE OF NORTH STREET TO THE SOUTHEAST CORNER OF LOT 12 OF F.A. RICHARDSON ETAL'S SUBDIVISION TO DANVILLE, ILLINOIS, AS PER PLAT RECORDED IN BOOK 1 AT PAGE 345 IN THE OFFICE OF THE VERMILION COUNTY RECORDER; THENCE NORTH ALONG THE EAST LINE OF LOT 12 OF SAID F.A. RICHARDSON SUBDIVISION, TO THE NORTHEAST CORNER OF LOT 12 OF SAID F.A. RICHARDSON SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF LOT 2 THROUGH LOT 12 OF SAID F.A. RICHARDSON SUBDIVISION, TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 9 OF SAID A.D. ROSS' ADDITION; THENCE NORTHERLY ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 9 OF SAID A.D. ROSS' ADDITION; THENCE EAST ALONG THE SOUTH LINE OF LOT 9 THROUGH LOT 5 OF SAID A.D. ROSS' ADDITION, TO THE SOUTHEAST CORNER OF LOT 5 OF SAID A.D. ROSS' ADDITION; THENCE SOUTHEASTERLY TO THE SOUTHWEST CORNER OF LOT 4 OF SAID A.D. ROSS' ADDITION; THENCE EAST ALONG THE SOUTH LINE OF LOT 4 AND LOT 3 OF SAID A.D. ROSS' ADDITION TO THE SOUTHEAST CORNER OF LOT 3 OF SAID A.D. ROSS' ADDITION; THENCE NORTH ALONG THE EAST LINE OF LOT 3 OF SAID A.D. ROSS' ADDITION TO THE NORTHEAST CORNER OF LOT 3 OF SAID A.D. ROSS' ADDITION AND THE POINT OF BEGINNING.

SAID TOTAL PUBLIC ALLEY RIGHT OF WAY PROPOSED TO BE VACATED BY THE CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS CONTAINING 10,590 SQUARE FEET, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN VERMILION COUNTY, ILLINOIS.

SIGNED AND SEALED OCTOBER 23, 2018

*Edward L. Clancy*

EDWARD L. CLANCY, L.S., P.E., PRESIDENT  
 BERNIS, CLANCY AND ASSOCIATES, P.C.  
 ILLINOIS PROFESSIONAL LAND SURVEYOR 2207  
 LICENSE EXPIRATION: NOVEMBER 30, 2018  
 URBANA, CHAMPAIGN COUNTY, ILLINOIS  
 ILLINOIS PROFESSIONAL DESIGN FIRM 2999  
 LICENSE EXPIRATION: APRIL 30, 2019



PARCEL "F", PARCEL "G", PARCEL "H",  
 PARCEL "I", AND PARCEL "J"  
 PLAT OF VACATION OF STREETS AND ALLEYS  
 IN A PART OF THE NORTHWEST QUARTER OF  
 SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 WEST  
 OF THE SECOND PRINCIPAL MERIDIAN,  
 CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS

**BCA**  
 BERNIS, CLANCY AND ASSOCIATES  
 ENGINEERS • SURVEYORS • PLANNERS  
 101 THORNTON BUILDING • 28 WEST NORTH STREET  
 DANVILLE, ILLINOIS 61832-5729  
 PHONE: (217) 431-1144 • FAX: (217) 431-2029

FILE: 6927-39.DWG DATE: 11/12/18 SHEET 3 OF 3  
 JOB: 6927-39

RESOLUTION NO. 2019-\_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT WITH Clifton Larson Allen LLP FOR PREPARATION OF AN Independent Auditor Statement for Financial Data (IAS-FD)

WHEREAS, Danville Mass Transit is required by the Federal Transit Authority (FTA) to prepare and submit operational data each year to the National Transit Database (NTD); and,

WHEREAS, a new requirement has been implemented that requires an Independent Auditor Statement for Financial Data (IAS-FD); and,

WHEREAS, this report is only mandated once every ten (10) years; and,

WHEREAS, Clifton, Larson, Allen provided our annual audit and has the information readily available to provide the IAS-FD to the NTD.

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

1. Danville Mass Transit agree to provide all necessary documents, and provide assistance for Clifton, Larson, Allen to prepare the IAS-FD for DMT, at a cost not to exceed \$3,500.
2. Danville Mass Transit submit the report compiled by Clifton, Larson, Allen to the NTD to comply with federal regulations.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2019, \_\_\_\_ Ayes, \_\_\_\_ Nays, \_\_\_\_ Absent

APPROVED

BY: \_\_\_\_\_  
Mayor

ATTEST

BY: \_\_\_\_\_  
City Clerk



CLA (CliftonLarsonAllen LLP)  
2 East Main Street, Suite 120  
Danville, IL 61832  
217-442-1643 | fax 217-443-5470  
CLAconnect.com

January 14, 2019

Danville Mass Transit  
101 N. Jackson Street  
Danville, IL 61832

Dear City Council and Management:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the agreed-upon procedures engagement CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Danville Mass Transit ("you," "your," or "the entity") for the year ended June 30, 2018.

Sandy Cook is responsible for the performance of the agreed-upon procedures engagement.

**Scope, objective, and responsibilities**

We will apply the agreed-upon procedures which Danville Mass Transit (DMT) and Federal Transit Administration (FTA) have specified and agreed to, listed in the attached schedule, to National Transit Database (NTD) reports of Danville Mass Transit as of the year ended June 30, 2018 prepared in accordance with Uniform System of Accounts (USOA) requirements.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency (nature, timing, and extent) of the procedures performed or to be performed is solely the responsibility of Danville Mass Transit and FTA, and we will require a written acknowledgment of this responsibility. Consequently, we make no representation regarding the sufficiency of the procedures enumerated in the attached schedule either for the purpose for which this report has been requested or for any other purpose. FTA assumes the risk that such procedures might be insufficient for your purposes and the risk that you might misunderstand or otherwise inappropriately use findings properly reported by CLA.

Our responsibility is to perform the specified procedures and report the findings in accordance with the attestation standards. Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, audit, or review, we will not express an opinion or conclusion on the NTD reports. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. This report is intended solely for the information and use of Danville Mass Transit and FTA, and should not be used by anyone other than the specified parties. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report and withdraw from this engagement. Our report will include a statement indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the NTD reports that come to our attention, unless they are clearly

inconsequential. In addition, if, in connection with this engagement, matters come to our attention that contradict the NTD reports, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

Management is responsible for the presentation of NTD reports in accordance with USOA requirements and for its assertion about the NTD reports. FTA is responsible for selecting the criteria and determining that such criteria are appropriate for your purposes.

Management is responsible for providing us with (1) access to all information of which you are aware that is relevant to the NTD reports and the agreed-upon procedures, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of performing the agreed-upon procedures; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing the procedures. You agree to inform us of events occurring or facts discovered subsequent to the date of the NTD reports that may affect the NTD reports.

For all accounting services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will include management's assertion about and confirm management's responsibility for the presentation of the NTD reports in accordance with USOA requirements.

#### **Engagement administration and other matters**

The workpapers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to FTA for their regulatory oversight purposes. We will notify you of any such request. Access to the requested workpapers will be provided to the regulators under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulators. The regulators may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

CLA will not disclose any of your confidential, proprietary, or privileged information to any persons without the authorization of your management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

### **Mediation**

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

### **Limitation of remedies**

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based on our communications with you or our reports. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this agreement, but any recovery on any such claims shall not exceed the fees actually paid under this agreement by you to CLA.

### **Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when

we deliver our final report under this agreement to you, regardless of whether we provide other services for you relating to the report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

### **Fees**

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the fee for the engagement should approximate \$3,500. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees, plus applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

### ***Other fees***

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

### ***Finance charges and collection expenses***

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

### **Subcontractors**

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

### **Agreement**

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return a copy to us.

If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their agreement with the procedures performed or to be performed and their responsibility for the sufficiency of the procedures.

Sincerely,

**CliftonLarsonAllen LLP**



Sandy Cook, CPA  
Director  
217-442-1643  
[Sandy.Cook@CLAconnect.com](mailto:Sandy.Cook@CLAconnect.com)

**Response:**

This letter correctly sets forth the understanding of Danville Mass Transit.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The agreed-upon procedures are as follows:

**1. Procedure: NTD Crosswalk**

- a. Obtain the Reduced Reporter Form RR-20 prepared by management for the year ended June 30, 2018.
- b. Obtain the reconciliation documentation management prepares (referred to as “the crosswalk” throughout this report) to reconcile the chart of accounts, general ledger, and/or trial balance and other supporting documents such as Excel spreadsheets (collectively referred to as the accounting system) to Form RR-20.
- c. Inquire of management as to whether the crosswalk obtained in procedure 1.b is supported by the accounting system.
- d. For a transit agency that is part of a larger reporting entity, inquire of management as to whether the crosswalk includes the full cost of providing transit service, including costs incurred by the larger reporting entity to specifically support the agency’s transit service.
- e. Inspect the crosswalk to determine that it incorporates NTD reporting using the applicable mode(s) and types of service identified in Form RR-20.

**2. Procedure: Accrual Accounting**

- a. Obtain the most recent audited financial statements that include the transit agency and inspect the notes to the financial statements to determine whether the accrual basis of accounting was used.
- b. Inquire of management as to whether the accrual basis of accounting has continued to be used since the last audited reporting period and that it is used for NTD reporting in the current period.
- c. If the notes to the financial statements indicate that an accrual basis of accounting is not being used, or the results of the inquiry to management in procedure 2.b indicate the accrual basis of accounting is not being used in the current period, inspect the crosswalk to determine that the transit agency made adjustments to convert to an accrual basis for NTD reporting.

**3. Procedure: Sources of Revenue Expended**

- a. Trace and agree the two largest directly generated fund passenger fare revenue modes (all service types) from Form RR-20 to the accounting system.
- b. Trace and agree the largest source of funds expended (other than passenger fares) in the following major categories of funds from Form RR-20 to the accounting system: (1) Other Directly Generated Funds; (2) Revenue Accrued Through a PT Agreement; (3) Non-Federal Funds; and (4) Federal Funds.
- c. For each of the largest source of funds expended in 3b, inspect the crosswalk to determine that it identifies, evaluates, and classifies financial transactions into categories of funds expended on operations and funds expended on capital (USOA Section 2) for the reporting year.

#### **4. Procedure: Funds Expended**

- a. Trace and agree the aggregate of total funds expended for operations and total funds expended for capital from Form RR-20 to the accounting system using the crosswalk or other written expense documentation.
- b. For the two largest modes/type of services, trace and agree funds expended on operations and funds expended on capital from Form RR-20 to the crosswalk or other written documentation of functional expenses.

9-B

RESOLUTION NO. 2019 - \_\_\_\_\_

A RESOLUTION AWARDED BID FOR TIRES FOR DMT BUSES  
BID #612

WHEREAS, Danville Mass Transit requires tires to operate its fleet of buses; and

WHEREAS, safety demands require a dependable contract partner to provide tires for buses; and

WHEREAS, Bid #612 was solicited for tires and the low bid was received from Goodyear Tire and Rubber Company.

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

1. The attached Lease Contract ("Memorandum of Agreement") be awarded to the Goodyear Tire and Rubber Co. for a term commencing on March 1, 2019, and expiring on February 28, 2022.
2. Goodyear and the City of Danville may choose to extend the agreement into two (2) option years commencing on March 1, 2022, and expiring on February 29, 2024.
3. The Mayor and City Clerk be authorized to execute all contract documents.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_Ayes, \_\_\_Nays, \_\_\_Absent

APPROVED

BY: \_\_\_\_\_  
Mayor

ATTEST

BY: \_\_\_\_\_  
City Clerk

**Bid #612 Tire Lease for Danville Mass Transit** **Bid**  
**opening 1/31/19 10:00 a.m.**

**X**

	225/75R16	275/70R22.5	305/85R22.5
Continental Tire 1830 MacMillen Park Drive Ft. Mill, SC 29707	\$.005232 / MI.	\$.009190 / MI.	\$.008295 / MI.
Goodyear Tire & Rubber 200 Innovation Way, D710 Akron, OH 44316-0001	\$.004358 / MI.	\$.004062 / MI.	\$.006192 / MI.
Bridgestone Americas 200 4th Avenue South Nashville, TN 37201	<b>NO BID</b>		

Continental  
2019

8. BIDDER PROPOSAL

Are you a certified Disadvantaged Business Enterprise (DBE) participant with the State of Illinois? YES \_\_\_\_\_ NO X

The undersigned acknowledges receipt of eight (8) sections as enumerated and named contract documents in Section 1 of a contract on file at the Office of the City Comptroller, City of Danville, Illinois, relating to furnishing Tires for the Danville Mass Transit vehicles. In accordance with Sections 1,2,3,4,5,6,7 and 8 of the above, identified contract documents, the undersigned proposes to furnish and deliver to the City of Danville, Illinois:

ITEM:

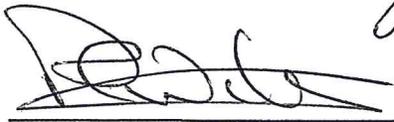
LEASE PRICE:

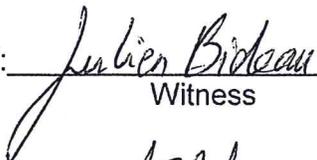
Size 275/70R22.5  
Size 305/85R22.5 → 12 R 22.5  
Size 225/75R16

\$ .009190 per Mile  
\$ .008295 per Mile  
\$ .005232 per Mile

The contract shall be awarded to a single supplier/contractor.

BIDDING FIRM: Continental Tire The Americas LLC  
ADDRESS: 1830 MacMillan Park Drive, Ft. Mill SC 29707  
PHONE: 980-253-0839  
CONTACT PERSON: Julien Bidreau

  
Signature, Authorized Official  
Paul Williams  
Executive Vice President  
CVT Truck Americas  
Title

ATTEST:   
Witness  
01/28/2019  
Date

*Goodyear*  
2019

14. RATES AND ADJUSTMENT

On all mileage run on and after the dates specified, the rate(s) per tire mile shall be as follows:

Period	Effective From	Effective Through	\$	Rate Group	Tire Size
YEAR 1	March 1, 2019	February 29, 2020	0.006192	A	B305/85R22.5
			0.004062	B	B275/70R22.5
			0.004358	C	225/70R19.5
YEAR 2	March 1, 2020	February 28, 2021	0.006378	A	B305/85R22.5
			0.004184	B	B275/70R22.5
			0.004488	C	225/70R19.5
YEAR 3	March 1, 2021	February 28, 2022	0.006570	A	B305/85R22.5
			0.004310	B	B275/70R22.5
			0.004622	C	225/70R19.5
YEAR 4 (OPTION)	March 1, 2022	February 28, 2023	0.006832	A	B305/85R22.5
			0.004482	B	B275/70R22.5
			0.004806	C	225/70R19.5
YEAR 5 (OPTION)	March 1, 2023	February 29, 2024	0.007104	A	B305/85R22.5
			0.004662	B	B275/70R22.5
			0.004998	C	225/70R19.5

Such tire rate(s) shall be referred to as the Effective Rate(s).

15. BONUS ACCOUNTINGS

On September 1, 2019 and at the end of each succeeding six (6) months period, provided the City is not in breach of this Agreement, bonus accountings on

Goodyear tires shall be made as follows:

Should the average mileage delivered by all tires furnished, which have been permanently removed from service during the six (6) months period immediately preceding accounting date, exceed

Bonus Mileage Non-Recapped	Bonus Mileage Recapped	Rate Group	Tire Size
70,000	N/A	A	B305/85R22.5
80,000	N/A	B	B275/70R22.5
60,000	N/A	C	225/70R19.5

then, on tires permanently removed from service, Goodyear shall issue a credit memorandum to the City in an amount equal to 50% of the current rate per tire mile, less service (on a per wheel basis), for all miles run in excess of the above mileage requirements.

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT (this "Agreement") effective March 1, 2019, by and between CITY OF DANVILLE operating DANVILLE MASS TRANSIT of DANVILLE, ILLINOIS ("the City") and THE GOODYEAR TIRE & RUBBER COMPANY, a corporation of Akron, Ohio ("Goodyear").

1. GENERAL TERMS AND CONDITIONS

Goodyear will furnish the City tires for use on vehicles under the terms and conditions set forth below; however, the City may use tires in its possession, not furnished by Goodyear under any similar mileage contract previously in effect, until such tires are unfit for further service.

A tire means a casing only for a tubeless tire; and a vehicle means any vehicle of seven or more passenger carrying capacity, designed for operation on pneumatic tires and used publicly for the transportation of passengers.

Tires furnished shall be in sufficient quantity to keep all vehicles fully equipped and to provide a reserve supply, at a maximum level determined by Goodyear, as spare stock inventory to be mounted on rims and kept in the City's garage for use in case of emergency. To assure its effective use, existing spare stock shall be applied prior to application of new inventory.

The City agrees to use exclusively tires furnished by Goodyear; however, the City may use up to 5% of its fleet, for test purposes, on tires of other manufacturers. The City will not transfer, sublet, or lend the tires furnished by Goodyear, or permit the tires to be used by anyone other than the City, without the prior written consent of Goodyear.

2. MILEAGE REPORTS AND TIRE RECORDS

The City shall keep an accurate record of the total number of miles run during the term and submit a report of such total mileage on each vehicle prior to the 10th day of the month following the month the miles were run.

Vehicle mileage shall be determined either by means of an instrument that will accurately record mileage being run on each vehicle, or by multiplying the number of trips of each vehicle by the number of miles over the route it is driven and adding all miscellaneous mileage that may be run to and from the routes, such as in testing vehicles and instructing drivers.

If the latter method is used, the City shall furnish Goodyear a schedule of the established routes covered by its vehicles and shall advise Goodyear of any

changes, additions, or deletions in such routes. Goodyear shall have access to such recording instruments and/or mileage records at all times.

On a weekly basis, the City will provide to Goodyear all information on receipt of tires, tire changes, and vehicle and/or spare stock tire inventory to enable Goodyear to maintain a record of individual tire mileage and tire location.

3. PAYMENT

The City shall pay Goodyear for mileage run on tires furnished during the month immediately preceding, and for any tires invoiced in accordance with Articles 11 and 16, at the effective rate per tire mile for vehicles as shown in the attached *Exhibit A*. Billing terms on invoices shall be net 30 days. A separate rate and bonus point shall apply to any other make/model vehicles not shown on *Exhibit A* placed in operation during the term of this Agreement or one requiring a different size and/or construction type of tire.

4. ADDITIONAL VEHICLES

If the City acquires new vehicles, the City agrees to: (1) acquire such vehicles less tires, (2) give Goodyear ample notice of such acquisition, and (3) have such vehicles equipped with Goodyear tires of sufficient carrying capacity to conform to the approved standards of The Tire & Rim Association of America, Inc. Upon Goodyear's delivery of the tires to the North American OE Manufacturer, refurbisher, or other outside source designated by the City, the City agrees to assume responsibility for such consigned tires in accordance with all terms of this Agreement. If such vehicles equipped with Goodyear's tires are driven overland during delivery, Goodyear shall receive payment at the usage rate specified in accordance with Articles 3, 11 and 12.

5. TITLE TO TIRES AND LIENS ON VEHICLES; SECURITY AGREEMENT

Title to all tires and/or equipment furnished shall remain with Goodyear or its assignees and, upon purchase by the City in accordance with Article 16, shall continue to remain with Goodyear until Goodyear has received full payment of all sums owed by the City under the terms of this Agreement. The City will indemnify and hold Goodyear harmless against any claim on Goodyear's tires made by any holder of a lien on any vehicles on which the City uses such tires. The City will keep Goodyear advised of such liens, giving Goodyear any and all information that Goodyear may request.

If for any reason, any of the tires or equipment furnished to the City by Goodyear pursuant to this Agreement is determined to be property of the City, notwithstanding the provisions of this Section 5 or otherwise in this Agreement, the City shall be deemed to have hereby granted, and hereby does grant to Goodyear a security interest in all such tires and equipment furnished by

Goodyear to the City, wherever located, whether now or hereafter acquired, and all proceeds and products thereof, to secure the repayment of all of the City's indebtedness to Goodyear, whether now existing or hereafter arising, without regard to the form of such indebtedness, whether on open account, promissory note, or otherwise, and to secure the performance by the City of its obligations to Goodyear pursuant to this Agreement. The security interests granted herein may include, but shall not be limited to, a purchase money security interest securing obligations incurred to purchase the tires or equipment from Goodyear, or any obligations substituted therefore.

6. POSSESSION AND CANCELLATION

Should the City breach the terms of this Agreement through non-payment, non-payment on total amount due at termination, impaired credit standing, assignment for the benefit of creditors, failure to report miles operated in accordance with Article 2, or erroneous reporting of miles run, or is placed in receivership or adjudicated bankrupt, then, under any of the above conditions, Goodyear shall have the right, at its option, without prejudice to any other rights and remedies, to stop shipping tires, take possession of inventory whether or not the inventory is applied on vehicles without being deemed guilty of trespass, and bill the City for all costs of removing tires and/or terminate this Agreement in accordance with Article 16.

Should Goodyear exercise any of these options, Goodyear shall be relieved from any further obligation under this Agreement; however, this shall not relieve the City from its obligation to pay for the use of the tires furnished or from its liability for all damages caused by such breach. The City specifically agrees to be responsible for and pay any and all attorney fees, court costs and other expenses incurred by Goodyear in collecting amounts owed by the City or in enforcing any other right under this Agreement.

Failure on the part of Goodyear to exercise any or all of these options upon the City's default shall not constitute a waiver by Goodyear of its right to exercise any or all of these options upon such subsequent default.

Notwithstanding any provision to the contrary contained herein, Goodyear may terminate this Agreement for any reason ninety (90) days after providing the City written notice thereof.

7. TAXES

In addition to the effective mileage rate, the City shall pay Goodyear an amount to compensate for the current Manufacturers' Excise Tax under the U.S. Revenue Act of 1932, as amended, and for any business, sales, excise, use, processing or similar tax imposed upon the goods leased or sold, or service rendered, or upon the manufacture, sale, delivery or disposal, or whenever any tax, excise, levy, law,

or governmental regulation shall have the effect directly or indirectly of increasing the cost of manufacture, sale, delivery or disposal of such goods or service. The City will furnish tax exemption certificates and will be exempt from all taxes covered. The City will be responsible for all property taxes on the tires, making any required listing for taxation in its own name as Bailee.

8. DAMAGE TO PERSONS OR PROPERTY

The City will indemnify and hold Goodyear harmless against all claims, action or causes of action for damage or injury arising out of the use of or possession of any tires furnished, except for any claims, action, or causes of action arising solely out of a defect in material or workmanship of any tire manufactured and furnished by Goodyear under this Agreement. In no event shall Goodyear be liable to the City for any incidental or consequential damages. The City will hold Goodyear harmless and indemnify Goodyear from lawsuits, claims, or damages by the City, its employees or third parties arising out of the use by the City or its employees of service equipment supplied by Goodyear.

9. CONTINGENCIES

Goodyear shall be excused from deliveries or delay in deliveries if such failure to deliver or delay shall be caused by war, acts of terrorism, strikes, lockouts or other labor disturbances, fires, interruptions of transportation facilities, accidents, inability to obtain merchandise, shortage of energy source or raw material, or other similar causes beyond Goodyear's control. This Agreement is subject to applicable restrictions imposed by any Federal agency or by any other governmental authority.

10. SERVICE

The City agrees to apply to, remove from, and remount on rims or wheels tires furnished and to perform all other tire service, including regrooving and repair of flat tires, as required by Goodyear to keep them in proper operating condition. Goodyear will provide necessary repair materials and valve hardware. The City will install and maintain in its garage suitable facilities for the inflation of tires and will keep said tires inflated to conform to the approved standards of The Tire & Rim Association of America, Inc.

The City will determine at all times when tires are to be removed from vehicles. Goodyear shall make the determination as to the fitness for return to service of a particular tire or tires; however, the City shall not be obliged to use tires which, because of their condition, interfere unreasonably with the use and operation of vehicles. All tires determined by Goodyear to be permanently unfit for further service shall be returned to Goodyear promptly by the the City.

11. USE, CARE AND STORAGE OF TIRES

The City agrees to provide a safe and suitable place in an enclosed building for storage of spare tires and tires unfit for further service so that such tires are not subject to damage by the elements; to either keep each vehicle equipped with at least one properly inflated spare tire or provide adequate road service for its fleet; and to pay Goodyear for any damage or loss resulting from accident, fire, adverse mechanical conditions, improper or negligent use, loss, theft, or fraudulent conversion of said tires, or from the operation of a vehicle with an underinflated or flat tire. For the purpose of determining the amount of any damage or loss under this Article 11, the value of tires shall be determined by subtracting from the higher amount of either (a) the net average mileage secured from similar tires (nonretreaded or retreaded, as the case may be) normally and permanently removed from service during the past twelve months, or (b) the applicable current minimum mileage for bonus qualification for nonretreaded or retreaded tires, the mileage run by the particular tire prior to such damage or loss, and multiplying the difference, representing unused mileage on the tire, by the tire rate in effect.

12. SALE OR DISPOSITION OF VEHICLES

If the City sells or in any manner disposes of any vehicles which shall have been equipped with tires supplied under this Agreement, or if the City places tires in storage or renders a vehicle inactive through discontinuance of its business or discontinuance of the use of any such tires or vehicles for a period exceeding ninety (90) days, the City shall provide Goodyear prompt notice thereof and Goodyear shall have the option to: (a) require the City to remove tires from inactive vehicles or spare stock inventory and reapply on active wheel positions, or (b) require the City to purchase the unused mileage in each such tire, including spares and/or obsolete spare stock, at prices to be computed as set forth in Article 11, plus any applicable taxes.

13. LEASED VEHICLES

The City represents and warrants that it owns outright or has legal possession of all vehicles comprising the fleet operated by it. If The City acquires the right to operate any vehicles not owned by it ("Leased Vehicles"), the City agrees (a) to notify Goodyear of the details of such arrangement, (b) that all Leased Vehicles will be furnished to the City by the owner without tires so that they may be equipped with tires furnished by Goodyear under this Agreement, and (c) to obtain an agreement acceptable to and for the benefit of Goodyear whereby the owner acknowledges Goodyear's ownership and right to possession of all tires supplied by it and waives all rights by virtue of their use on Leased Vehicles or otherwise. Should the City surrender or otherwise lose possession of any of the Leased Vehicles equipped with tires supplied by Goodyear, the City shall purchase each tire (including spares) in accordance with Article 12. The term "Leased Vehicles" shall not apply to any vehicle rented or borrowed for temporary use for a period not to exceed 120 days.

14. RATES AND ADJUSTMENT

On all mileage run on and after the dates specified, the rate(s) per tire mile shall be as follows:

Period	Effective From	Effective Through	\$	Rate Group	Tire Size
YEAR 1	March 1, 2019	February 29, 2020	0.006192	A	B305/85R22.5
			0.004062	B	B275/70R22.5
			0.004358	C	225/70R19.5
YEAR 2	March 1, 2020	February 28, 2021	0.006378	A	B305/85R22.5
			0.004184	B	B275/70R22.5
			0.004488	C	225/70R19.5
YEAR 3	March 1, 2021	February 28, 2022	0.006570	A	B305/85R22.5
			0.004310	B	B275/70R22.5
			0.004622	C	225/70R19.5
YEAR 4 (OPTION)	March 1, 2022	February 28, 2023	0.006832	A	B305/85R22.5
			0.004482	B	B275/70R22.5
			0.004806	C	225/70R19.5
YEAR 5 (OPTION)	March 1, 2023	February 29, 2024	0.007104	A	B305/85R22.5
			0.004662	B	B275/70R22.5
			0.004998	C	225/70R19.5

Such tire rate(s) shall be referred to as the Effective Rate(s).

15. BONUS ACCOUNTINGS

On September 1, 2019 and at the end of each succeeding six (6) months period, provided the City is not in breach of this Agreement, bonus accountings on Goodyear tires shall be made as follows:

Should the average mileage delivered by all tires furnished, which have been permanently removed from service during the six (6) months period immediately preceding accounting date, exceed

Bonus Mileage Non-Recapped	Bonus Mileage Recapped	Rate Group	Tire Size
70,000	N/A	A	B305/85R22.5
80,000	N/A	B	B275/70R22.5
60,000	N/A	C	225/70R19.5

then, on tires permanently removed from service, Goodyear shall issue a credit memorandum to the City in an amount equal to 50% of the current rate per tire mile, less service (on a per wheel basis), for all miles run in excess of the above mileage requirements.

Tires removed from service under Articles 6, 11, or 12 shall not be included in such accountings or computations.

16. TERM OF AGREEMENT AND DISPOSITION OF TIRES AT TERMINATION

This Agreement shall become effective on the 1st day of March, 2019 and terminate on the 28th day of February, 2022; subject, however, to automatic renewal for two additional twelve (12) months periods, unless thirty (30) days prior to commencement of any such twelve (12) months period either party notifies other in writing of their decision to terminate this Agreement. At such termination date, unless the parties enter into a new mileage agreement to become immediately effective, the City will, within 30 days after submission of statement by Goodyear, pay for the unused mileage in each remaining consigned tire at prices to be computed as set forth in Article 11 plus any applicable taxes.

Title to all tires shall remain with Goodyear until all such statements and billings have been paid in full, at which time the City will acquire each such used tire as is, and Goodyear makes no warranties as to the condition or fitness for continued use of such tires.

17. RUN-OUT OPTION

Notwithstanding any provision to the contrary contained herein, Goodyear hereby grants to the City the following option.

- (a) Upon the expiration of the term, as extended and amended, and only in the event the City wishes to change supplier, the City has the right to further extend this Agreement and continue to use all tires furnished by Goodyear in the City's possession on the expiration date for a period of thirty-six (36) months from said expiration date.
- (b) All terms, conditions and provisions of this Agreement, as previously amended and extended, shall remain in full force and effect during said thirty-six (36) months period, except that Goodyear shall be relieved of any requirement to furnish the City with tires, repair material, equipment, or tire service during said thirty-six (36) months period unless requested by the City and agreed to by Goodyear. Article 15 will be suspended during the run-out period.
- (c) The rate or rates per tire mile in effect during such thirty-six (36) months period shall be the rate or rates in effect immediately preceding the commencement date of such thirty-six (36) months period.
- (d) It is understood that the City shall continuously use such tires insofar as practicable on its highest mileage runs until such tires are rendered permanently unfit for service during said thirty-six (36) months period.

- (e) Upon expiration of said thirty-six (36) months period, the City shall pay for any unused mileage remaining in such tires at the rate set forth in paragraph (c) above. The City will acquire each such used tire as is, and Goodyear makes no warranties as to the condition or fitness for continued use of such tires. The amount of the unused mileage shall be determined as set forth in Article 16 of this Agreement.
- (f) The option granted herein is exercisable upon thirty (30) calendar day prior written notice to the expiration date of the term, as extended and amended. It is the City's responsibility to provide written notification to Goodyear per Article 23 of this Agreement.

18. MODIFICATION OF AGREEMENT

This Agreement cannot be altered, modified or assigned in any respect unless by written consent of both parties or by special written document signed by both parties in like manner.

19. UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

The City specifically and expressly authorizes Goodyear to prepare, sign, and record or file such financing statements and/or other documents, or take any other action, it may deem necessary prudent to perfect or protect its rights as owner of the furnished tires and equipment, and its security interests in the furnished tires and equipment, as set forth in this Agreement.

20. ACCESS TO DOCUMENTS AND INFORMATION

All access to documents and information hereunder will be reasonable access. The City will use reasonable efforts to preserve the confidentiality of documents and information submitted hereunder to the extent permitted by applicable law.

21. ORDER OF PRECEDENCE

In the event of any conflict in the contract documents, this Agreement will prevail followed by addendums to Tires – Bid No. 612 followed by Tires – Bid No. 612.

22. MISCELLANEOUS

The terms and provisions set forth in Exhibit B and C are hereby incorporated in this Agreement by reference and made a part hereof. If any provision hereof is held to be illegal or invalid, the validity of the remaining portions of the Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be illegal or invalid. The terms and conditions of this Agreement shall be construed under and governed by the laws of the State of Illinois without

giving effect to the principles of conflict of laws thereof. Any action to enforce any of the terms and provisions of this Agreement shall be filed in state or federal court in Illinois.

23. NOTICE

Unless otherwise provided in this Agreement, all notices relating to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, overnight courier, electronic mail (at such email addresses as a party may designate in accordance herewith), or telefacsimile, in each case to the respective address set forth below:

If to Goodyear:                   The Goodyear Tire & Rubber Company  
  ATTN: Manager Business Operations  
  200 Innovation Way D/710  
  Akron, OH 44316-0001

If to the City:                   City of Danville  
  Danville Mass Transit  
  ATTN: Director of Public Transportation  
  101 North Jackson Street  
  Danville, IL 61832

Any party may change the address at which they are to receive notices hereunder by notice in writing in the foregoing manner given to the other party.

.....  
[Next page is signature page.]

The undersigned parties have caused this Agreement to be signed in duplicate.

CITY OF DANVILLE  
DANVILLE MASS TRANSIT

BY \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

THE GOODYEAR TIRE & RUBBER COMPANY

BY Walter L. Welker

Walter L. Welker  
Manager Business Operations  
Mileage Sales, Lease & Service

EXHIBIT A

SCHEDULE OF VEHICLES

Rate Group	Number of Vehicle	Make of Vehicle	Model	Tire Size	Number of wheels
A	4	GILLIG	PHANTOM	B305/85R22.5	six
A	2	GILLIG	LOW FLOOR	B305/85R22.5	six
B	5	GILLIG	LOWFLR	B275/70R22.5	six
C	4	FORD	F550	225/70R19.5	six

EXHIBIT B

**The Goodyear Tire & Rubber Company  
Standard Rider for Mileage Contracts**

*The following rider contains standard terms and conditions that The Goodyear Tire & Rubber Company (Goodyear) requires in all mileage contracts and must be incorporated into the terms and provisions of the Contract that governs the relationship between Goodyear and the entity soliciting the bid (the City). It is in addition to more specific revisions which may be necessary upon review of the bid package, and in the event of any conflict, the terms hereof shall prevail.*

Notwithstanding anything to the contrary set forth in the Contract or bid specifications:

1. References in this Contract to Goodyear's compliance with laws, rules or regulations shall be deemed to refer to Goodyear's compliance with applicable laws, rules or regulations in connection with Goodyear's performance of this Contract, and nothing herein expands the scope of such laws, rules or regulations.
2. References to in this Contract to indemnifiable fees and expenses shall be deemed to refer to reasonable fees and expenses. Indemnification requirements set forth herein shall not include indemnification for the City's own acts or omissions. Neither party will be liable for any special, exemplary, consequential, indirect, incidental, punitive or non-economic damages hereunder.
3. To the extent continued performance by the City is subject to funding availability, the City will promptly terminate in the event of funding unavailability and will, upon termination, pay for all unused mileage in the relevant tires, and take title to such tires, "as-is".
4. This Contract will be granted, and may be terminated, in whole and not in part.
5. Goodyear's obligations as to tax exemptions are subject to the City providing Goodyear with proper exemption certificates.
6. If laws, changes in vehicles, governmental regulations or requirements or other causes beyond Goodyear's reasonable control, including additions or deletions made by the City, require any change in applicable materials, performance or methods that reduce the mileage available from the tires covered by this Contract or that increase Goodyear's cost of performance under, or the time required for performance of, this Contract, the City agrees that Goodyear shall be given reasonable prior written notice thereof (including in respect of any requirement not set forth herein) and that an equitable adjustment shall be made to the terms hereof, including, without limitation, the rates specified hereunder.
7. Any delivery of tires to original equipment manufacturers from which the City purchases any new vehicles covered hereby shall be limited to deliveries in the United States and Canada.
8. Disclosures of documents or information hereunder are subject to Goodyear's standard confidentiality policy (attached).
9. The parties agree that, because this Contract is not a construction contract, the Davis-Bacon and Copeland Acts, and related rules and regulations, do not apply. Requirements relating to equal opportunity notices shall be deemed to be satisfied by notices substantially similar thereto and/or in compliance with applicable federal requirements.
10. Applicable requirements relating to transportation by sea or air shall apply where those methods of transportation or shipment are used by Goodyear for tires identified to this Contract.
11. The parties agree that the purpose of this Contract is not to finance the development of a product or information.
12. No termination will affect the City's responsibility for obligations incurred hereunder (a) through the date of termination (including payment for services provided through the effective time of termination) or (b) of a nature that would survive termination.
13. Goodyear may, in connection with any services provided hereunder, use the City's on-site punch clocks.
14. If any liquidated damages are payable hereunder, (a) Goodyear's performance and liability are subject to applicable force majeure, contingency or like limitations, (b) such damages will not be assessed after this Contract has been substantially completed, (c) such damages will be in lieu of actual damages and (d) such damages will not be assessed after reprocurement has been or should have been effected by the City, reprocurement to be effected promptly by the City.

THE GOODYEAR TIRE & RUBBER COMPANY  
MILEAGE SALES  
CONFIDENTIALITY POLICY

(REFERENCED IN RIDER 8 PREVIOUS PAGE)

Confidential Information is information in Goodyear's possession that is not generally available to the public. Confidential Information may include, by way of example, without limitation, data, photographs, plans, reports, specifications and pricing information. The party receiving any such Confidential Information shall exercise care to prevent the disclosure of Confidential Information to any third party, using the same standards of care which it employs with its own confidential information of similar character. Said party shall limit internal dissemination of Confidential Information within its own organization to individuals whose duties justify the need to know such information, and then only provided there is a clear understanding by such individuals of their obligation to maintain the confidential status of such information and to restrict its use solely to the purpose specified herein. The party receiving such Confidential Information shall be under no obligation with respect to any Confidential Information: (a) which is, at the time of disclosure, available to the general public; or (b) which becomes at a later date available to the general public through no fault of the receiving party and then only after such date; or (c) which receiving party can demonstrate was in its possession before receipt; or (d) which is disclosed to receiving party without restriction on disclosure by a third party who has the lawful right to disclose such information. Information shall not be deemed to be available to the general public for the purposes of the above exceptions (i) merely because it is embraced by more general information in the prior possession of receiving party or of others, or (ii) merely because it is expressed in public literature in general terms not specifically in accordance with the Confidential Information. Goodyear does not disclose information subject to obligations of confidence to third parties, nor does it disclose privileged information, or, as to a contract, information not reasonably related thereto. Goodyear permits site access only upon reasonable notice, during normal business hours and subject to Goodyear's site access policies.

## EXHIBIT C

**Use of No Value Tires or Scrap Tires for Disposing or Storage of Buses**

1. Goodyear will furnish "No-Value Tires" to the City (upon availability basis) for the sole and exclusive purpose of equipping the City's obsolete or out-of-service vehicles. It is understood that a "No-Value Tire" means any tire furnished under the Agreement which has been determined by Goodyear to be permanently unfit for further service under the Agreement. Each "No-Value Tire" furnished under this Agreement shall be listed on the document entitled **710-15 Mileage Tire Disposition** and shall reflect the tire as "**uncut-60**", under casing disposition. It is also understood that obsolete or out-of-service vehicle means any vehicle furnished with tires under the Agreement which has been determined by the City to be unfit for further service under the Agreement and which will not, under any circumstances, be used on any public road or highway or on any public property of any kind and will not be used to transport any person.
2. In consideration of the accommodation and benefit given the City, the City agrees to use the "No-Value Tires" furnished for the sole and exclusive purpose of equipping the City's obsolete or out-of-service vehicles and further agrees to insure that such "No-Value Tires" are properly disposed of if and when they are removed from such obsolete or out-of service vehicles.
  - a. The City will acquire each "No-Value Tire" as is, and Goodyear makes no warranties as to the condition or fitness for continued use of such tire. The City further agrees to assume all liability for use of, possession of, or disposal of any "No-Value Tires" furnished hereunder.
  - b. The City agrees not to file or assert against Goodyear any claim, action or cause of action for loss, liability or damage arising out of the City's use of, possession of, or disposal of "No-Value Tires" furnished under this Agreement.
  - c. The City agrees to indemnify, defend and hold Goodyear harmless against all claims of any party for loss, liability or damage, including injury, resulting from Goodyear's furnishing of "No-Value Tires" to the City hereunder, including any and all costs, legal fees, expenses and attorneys' fees resulting from such claims.
  - d. The City agrees to dispose of each "No-Value Tire" in full compliance with applicable Federal, State and local laws, rules and regulations. The City agrees to indemnify, save harmless and defend Goodyear from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto, (including costs of defense, settlement and reasonable attorneys' fees), which Goodyear may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property,

contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused, in whole or in part, by the disposal by The City of "No-Value Tires" furnished to the City hereunder.

- e. Title and all other incidents of ownership to the "No-Value Tire" shall be transferred from Goodyear and vested in the City at the time Goodyear delivers to The City a copy of the **710-15 Mileage Tire Disposition** designating the tires as **"uncut-60."**
- 3. It is further agreed that Goodyear and the City shall have the right, at their option, without prejudice to any other rights and remedies, to decline to further provide/utilize "No-Value Tires".
- 4. Paragraph 2 of this Exhibit shall survive termination of this Agreement.



**Date:** February 12, 2019  
**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 January 2019 was 45,284.
- The ADA ridership report for December was 585 rides. Calendar year totals for 2018's ADA ridership was 9,672.
- Revenue for the month was \$25,402.91.

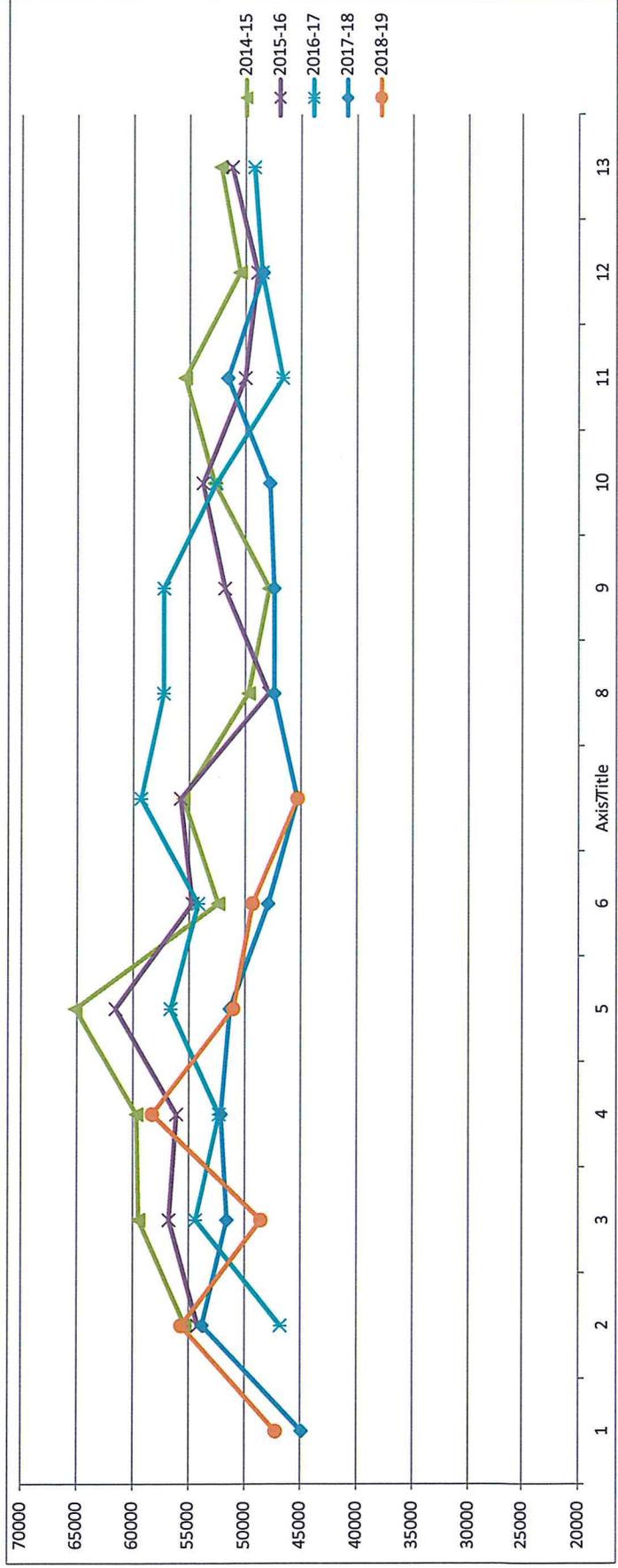
Items of Information:

- Greyhound service kicked off on January 23, 2019. DMT was given access to the website for ticket sales. This gives us the capability to sell Greyhound tickets between any two points where Greyhound currently provides service.
- A handful of riders have boarded the Greyhound in Danville, headed for various locations. We do not have any data on the number of riders who have come into the Danville station.
- We did not cancel any service days, but we did run limited service on two Saturdays due to hazardous road conditions and visibility issues throughout the area. Cold weather impacted ridership and revenue to some degree, but all routes ran as expected. Greyhound Connect did cancel service on two weekdays because of the road conditions to the north.

# Danville Mass Transit Ridership History

## Monthly Ridership

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>% Change</u> <u>Prev. Year</u>
JUL	55299	54149	46788	44886	47215	4.9%
AUG	59474	56740	54370	53776	55648	3.4%
SEP	59671	56071	52297	51589	48541	-6.3%
OCT	65161	61561	56622	52127	58269	10.5%
NOV	52392	54680	54182	51335	51020	-0.6%
DEC	55516	55741	59285	47914	49322	2.9%
JAN	49726	47867	57289	45310	45284	-0.1%
FEB	47856	51813	57270	47420		
MAR	52756	53763	52599	47411		
APR	55380	49993	46647	47791		
MAY	50481	48906	48516	51560		
JUN	52183	51178	49219	48425		
<b>TOTAL</b>	<b>655895</b>	<b>642462</b>	<b>635084</b>	<b>589544</b>		





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

## MONTHLY REVENUE RECORD

### January 2019

REVENUE TYPES:	<u>Farebox</u>	<u>Subs.</u>	<u>Ticket Sales</u>	<u>Adv.</u>	<u>Misc.</u>	<u>G-Town Route #9</u>	<u>Daily Total</u>
January							
1							\$0.00
2	\$583.70		\$186.00				\$769.70
3	\$824.79		\$252.20				\$1,076.99
4	\$856.04		\$273.00				\$1,129.04
5							\$0.00
6							\$0.00
7	\$1,431.38		\$335.75				\$1,767.13
8	\$808.97		\$555.50				\$1,364.47
9	\$648.37		\$220.00				\$868.37
10	\$555.31		\$95.00				\$650.31
11	\$666.00		\$833.00				\$1,499.00
12							\$0.00
13							\$0.00
14	\$975.62		\$492.00				\$1,467.62
15	\$728.87		\$423.00				\$1,151.87
16	\$608.09		\$225.75				\$833.84
17	\$721.41		\$312.50				\$1,033.91
18	\$757.46		\$816.00				\$1,573.46
19							\$0.00
20							\$0.00
21							\$0.00
22	\$1,020.87		\$258.00	\$1,925.00			\$3,203.87
23	\$654.97		\$177.00				\$831.97
24	\$691.86		\$261.00				\$952.86
25	\$810.72		\$266.00				\$1,076.72
26							\$0.00
27							\$0.00
28	\$1,149.73		\$372.50				\$1,522.23
29	\$712.77		\$619.00				\$1,331.77
30							\$0.00
31	\$793.78		\$504.00				\$1,297.78
<b>Totals</b>	<b>\$16,000.71</b>	<b>\$0.00</b>	<b>\$7,477.20</b>	<b>\$1,925.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$25,402.91</b>
<b>TOTAL REVENUE</b>	<b>\$16,000.71</b>	<b>FB &amp; Subs</b>	<b>\$7,477.20</b>	<b>\$1,925.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$25,402.91</b>

RESOLUTION NO. \_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Danville, Illinois that the attached Horseshoe Facilities Lease between the City, as Lessor, and the Danville Horseshoe Club, as the Lessee, is hereby approved and the Mayor and the City Clerk are authorized to execute the same on behalf of the City.

PASSED this 19th day of February, 2019, by \_\_\_ Ayes, \_\_\_ Nays, \_\_\_ Absent

APPROVED:

By: \_\_\_\_\_  
Acting Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

## HORSESHOE FACILITIES LEASE

THIS LEASE is made this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between CITY OF DANVILLE, and Illinois Municipal Corporation (“Lessor”), and DANVILLE HORSESHOE CLUB, a not-for-profit corporation (“Lessee”), as follows:

1. Leased Premises. Lessor hereby leases to Lessee the fenced horseshoe pit area located in the northwest area of Douglas Park in Danville, Illinois, the park shelter facility, and a 50 foot buffer area around fenced pit area for spectator use, for league and tournament horseshoe pitching competitions at such times and dates during the term as the parties agree from time to time. At all other times, the leased premises shall be available for public use and enjoyment. All league and tournament competitions sponsored or controlled by Lessee shall be sanctioned by the National Horseshoe Pitcher’s Association.
2. Term; Rent. The term of this Lease shall be five (5) years, commencing on March 1, 2019 and ending on February 28, 2024. Lessee shall pay as rental for such limited use the sum of One Dollar (\$1.00) per year, payable on March 1 of each year of the Lease.
3. Breach; Termination. In the event Lessee fails to perform any of its promises hereunder, then Lessor may notify it in writing of such breach and state the actions required to cure such breach. If Lessee has failed to cure such breach within thirty (30) days after the notice is mailed by Lessor, then Lessor shall have the right to declare this Lease terminated.
4. Maintenance; Repairs. Lessee will keep and maintain the pit areas and leased premises in good appearance and condition at all times during the term. All repairs required to be made to the fence, shelter and other improvements shall be provided and paid for by the Lessor. In addition, Lessor shall provide and pay for all utilities to the leased premises.
5. Crowd Control. Lessee agrees that it shall maintain adequate crowd control of participants and spectators at all events sponsored by Lessee in a manner acceptable to the City. Lessor agrees that, during such events, the general public shall not have access to or right of entry on the leased premises.
6. Concessions. Lessee recognizes that Lessor’s contractor operates a concession stand in Douglas Park. Therefore, Lessee shall not permit the sale of food, beverages, candy and other similar items at any event sponsored or controlled by Lessee unless the Douglas Park concession stand is not open for business at the time of such event or concessionaire agrees otherwise.

7. Cooperation. Lessee and Lessor's Parks and Recreation Division of the Public Works Department shall cooperate as necessary or advisable to further the objectives of this Lease. Lessee shall make no changes to the leased premises without the prior written consent of the Director of Public Works or his/her designee.
8. Insurance; Indemnity. At all times during the term of this Lease, Lessee shall keep, maintain and pay for general liability insurance coverage with limits of not less than \$1,000,000 per occurrence, naming Lessor as an additional insured. Lessee shall provide to its insurance carrier a copy of this Lease. In addition, Lessee hereby agrees to save, defend and indemnify Lessor from and against any and all claims, demands, causes of action, and liability arising from or connected with any injury to person or property caused by the negligent or intentional act or conduct of any participant or spectator at any event sponsored or controlled by Lessee or its parent organization or other affiliate.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year above written.

LESSOR:

LESSEE:

CITY OF DANVILLE

DANVILLE HORSESHOE CLUB,

By: \_\_\_\_\_  
Mayor

By: Bobby Vandivier  
President

ATTEST:

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: Leo V. Bratland  
Secretary

RESOLUTION NO. \_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Danville, Illinois that the attached Softball Field Lease between the City, as Lessor, and the American Legion Post 210 Bomb Squad Softball Team, as the Lessee, is hereby approved and the Mayor and the City Clerk are authorized to execute the same on behalf of the City.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_ Ayes and \_\_\_\_\_ Nays \_\_\_\_\_ Absent

APPROVED:

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

AMERICAN LEGION POST 210 BOMB SQUAD FACILITIES LEASE

THIS LEASE is made this 1<sup>st</sup> day of Feb. 2019, by and between CITY OF DANVILLE, and Illinois Municipal Corporation (“Lessor”), and AMERICAN LEGION POST 210 BOMB SQUAD TEAM, a not-for-profit corporation (“Lessee”), as follows:

1. Leased Premises. Lessor hereby leases to Lessee the fenced Softball field located in Meade Park in Danville, Illinois, and the park scoreboard facility, for youth softball practice at such times and dates during the term as the parties agree from time to time. At all other times, the leased premises shall be available for public use and enjoyment. This lease excludes use of field lights.
2. Term; Rent. The term of this Lease shall be One (1) years, commencing on May 1, 2019 and ending on August 31, 2019; Tuesdays and Thursdays between the hours of 5pm to 8pm. Lessee shall pay as rental for such limited use the sum of One Dollar (\$1.00) per year, payable on May 1 of each year of the Lease.
3. Breach; Termination. In the event Lessee fails to perform any of its promises hereunder, then Lessor may notify it in writing of such breach and state the actions required to cure such breach. If Lessee has failed to cure such breach within thirty (30) days after the notice is mailed by Lessor, then Lessor shall have the right to declare this Lease terminated.
4. Maintenance; Repairs. Lessee will keep and maintain the softball field and leased premises in good appearance and condition at all times during the term. All repairs required to be made to the fence, scoreboard, and other improvements shall be provided and paid for by the Lessor. In addition, Lessor shall provide and pay for all utilities to the leased premises.
5. Crowd Control. Lessee agrees that it shall maintain adequate crowd control of participants and spectators at all events sponsored by Lessee in a manner acceptable to the City. Lessor agrees that, during such events, the general public shall not have access to or right of entry on the leased premises.
6. Cooperation. Lessee and Lessor’s Parks and Recreation Division of the Public Works Department shall cooperate as necessary or advisable to further the objectives of this Lease. Lessee shall make no changes to the leased premises without the prior written consent of the Director of Public Works or his/her designee.
7. Insurance; Indemnity. At all times during the term of this Lease, Lessee shall keep, maintain and pay for general liability insurance coverage with limits of

not less than \$1,000,000 per occurrence, naming Lessor as an additional insured. Lessee shall provide to its insurance carrier a copy of this Lease. In addition, Lessee hereby agrees to save, defend and indemnify Lessor from and against any and all claims, demands, causes of action, and liability arising from or connected with any injury to person or property caused by the negligent or intentional act or conduct of any participant or spectator at any event sponsored or controlled by Lessee or its parent organization or other affiliate.

8. Leadership Changes. Lessee shall assume responsibility of notifying Lessor of any leadership changes in writing within 14 days of change; with current contract information including person's name, address, contact number and position title.
9. Notices: Communication. Notices and communications involving this lease shall be sent to the following:

A. Danville City Hall Mayors Office  
17 West Main Street  
Danville, Illinois 61832

B. Danville Public Works Recreation Superintendent  
1155 East Voorhees Street  
Danville, Illinois 61832  
217-431-2272/217-304-0849

C. Bomb Squad Coach, Shannon Thurston  
1348 W. Williams  
Danville, Illinois 61832  
217-799-0640 [shannonthurston73@yahoo.com](mailto:shannonthurston73@yahoo.com)

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year above written.

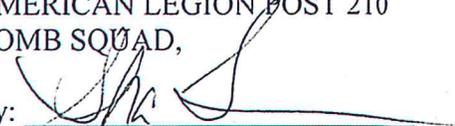
LESSOR:  
CITY OF DANVILLE

By: \_\_\_\_\_  
Mayor

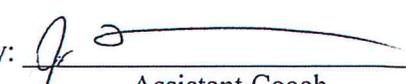
ATTEST:

By: \_\_\_\_\_  
City Clerk

LESSEE:  
AMERICAN LEGION POST 210  
BOMB SQUAD,

By:  \_\_\_\_\_  
Head Coach

ATTEST:

By:  \_\_\_\_\_  
Assistant Coach



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Gagliardi Insurance Services, Inc 1315 Walnut St, Suite 1101  Philadelphia PA 19107		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 408-414-8100 FAX (A/C, No): 408-414-8199 E-MAIL ADDRESS: sales@gsportsinsurance.com	
<b>INSURED</b> Post 210/Bombsquad Post 210 Bombsquad 1348 w williams Danville IL 61832		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: New York Marine & General ins. NAIC # 16608 INSURER B: QBE Specialty Insurance Company 11515 INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		PK201800012201	11/03/2018	11/03/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Participant Legal Liab. \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PK201800012201	11/03/2018	11/03/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident Medical			GAH060001	11/03/2018	11/03/2019	Limit \$100,000 AD&D \$10,000 Deductible \$100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The Certificate holder is included as an additional insured, but only with respect to the liability arising out of the negligence of the named insured. All policy terms and conditions apply.

**CERTIFICATE HOLDER****CANCELLATION**

City of Danville -Meade Park 20 South Oregon Avenue  Danville IL 61832	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A FIVE -YEAR LEASE  
OF WINTERVIEW BALL PARK

BE IT RESOLVED by the City Council of the City of Danville that the attached Lease between the City, as Lessor, and Winterview Ball Park Board, a not-for-profit organization, as Lessee, is hereby approved, and the Mayor and City Clerk are authorized and directed to execute the same on behalf of the City.

PASSED this 19th day of February, 2019, by \_\_\_Ayes, \_\_\_ Nays, \_\_\_Absent

APPROVED:

By: \_\_\_\_\_  
Acting Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

## WINTERVIEW BALL PARK LEASE

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the CITY OF DANVILLE, ILLINOIS (CITY) and WINTERVIEW BALL PARK BOARD, a not-for-profit organization (LESSEE);

CITY hereby leases Winterview Ball Park (see attachment "A") to LESSEE, on the terms and conditions hereinafter set forth, for use as a fast-pitch softball and a T-baseball facility. The term of this lease shall be for Five (5) years, commencing on April 1, 2019, and terminating on March 31, 2024.

### THE PARTIES FURTHER AGREE AS FOLLOWS:

1. Winterview Ball Park shall be used by the LESSEE for the operation of youth fast-pitch softball and t-ball teams and baseball tournaments and similar events, and all activities customarily associated therewith, including promotion, operation, management and control of said leagues.

All gross revenues received from the sale of fundraisers, player fees and souvenirs, as well as proceeds from concessions and sponsors, shall belong to LESSEE. LESSEE shall pay to the City the sum of One Dollar (\$1.00) per year during the term, due on March 1<sup>st</sup> of each year, as and for lease payments hereunder.

2. LESSEE has inspected the premises and structures and finds them in satisfactory and structurally adequate condition for its needs. Any alterations or improvements that become part of the real estate shall remain the property of the CITY at the termination of this lease. LESSEE shall at termination of this lease return the premises in at least the same condition as it presently is, subject to fair wear and tear and obsolescence. No CITY owned items, located in the buildings, may be removed from the premises without the prior written consent of the Director of Public Works.
3. LESSEE at its own expense shall carry and maintain at all times during the existence of this lease, comprehensive General Liability insurance with coverage limits of not less than \$1,000,000.00 per occurrence with an insurance company satisfactory to the Lessor. Lessor shall be named as an additional insured and a certificate of insurance must be delivered to Lessor at each renewal. LESSEE shall not sell or allow the sale or consumption of any alcoholic beverages at the Park.
4. It is also the intent of LESSOR to cooperate and assist the softball programs of local schools, and other local and area softball/baseball teams in providing use of Winterview Ball Park when such use will not interfere with Lessee's previously scheduled use.

5. LESSEE shall have the exclusive right to all concessions, provided, however, that operation and management of all concessions shall comply with all applicable codes and ordinances. If concessionaire is other than Lessee, City will be provided a copy of all Contracts and Agreements with concessionaire, including but not limited to; terms and conditions information. Lessee shall not enter into any Contracts, Agreements or other partnerships for concessions without prior written approval of City. Exclusive rights to concessions shall not apply if Lessee/concessionaire is not open during event(s) and other prior arrangements have been agreed by the parties.
6. LESSEE shall be responsible for ordinary maintenance and protection of the grounds, structures and facilities of Winterview Ball Park. LESSEE shall devote substantially all of its revenues (net of operations) to upkeep, maintenance and upgrading of Winterview Ball Park. LESSEE shall be responsible for maintaining the ball fields in a manner acceptable to City. If requested, the LESSEE shall provide to CITY an annual written report detailing revenues and expenses, ball field activities, the performance of ordinary maintenance, and the expenditures by LESSEE on the grounds, structures and facilities during the prior year. If requested, the report shall be delivered to CITY no later than December 1 of each year.
7. LESSEE shall be responsible for refuse pickups and janitorial cleaning of the bleachers, press box, public restrooms, concession areas and parking area in such a manner as to keep the premises in a clean and healthful condition. The CITY shall provide and maintain dumpster for trash removal.
8. LESSEE shall be responsible for janitorial cleaning of the ball park. LESSEE shall provide all necessary operation supplies, such as soap and other cleaning supplies, to comply with paragraphs 7 and 8.
9. There presently exists on the premises a concession stand, restroom and storage building areas which is acceptable to LESSEE in its present condition. LESSEE shall at all times be responsible for the maintenance of the concession equipment, private telephone service, and for any other needs or services desired in the concession stand space. The CITY shall provide plumbing de-winterization (April 1st weather permitting) and winterization (October 1<sup>st</sup>). If LESSEE wishes to de-winterize before or winterize after the City scheduled dates, Lessee will be responsible for all damages incurred due to freezing.
10. LESSEE shall assume responsibility of policing, crowd control and traffic control in and around Winterview Ball Park at all times. All buildings are designated as a SMOKE-FREE facility. Lessee is responsible for enforcement and shall not permit smoking in buildings. CITY shall not be required to furnish police protection in excess of normal and routine patrol

protection. In the event of large crowds or League requirement making police services necessary, LESSEE shall pay all costs to same.

11. LESSEE shall be solely responsible for the repair and maintenance of the existing outfield fences. All revenues derived from the placement of advertising on the fences shall accrue to LESSEE and all costs incurred in placing such advertising shall be borne by LESSEE.
12. LESSEE agrees to bear, pay and discharge any taxes, assessments and/or levies of every nature and kind which may be taxed, charged or assessed by lawfully against it.
13. LESSEE agrees to pay the cost of electricity for Winterview Ball Park buildings and for field lights required for games and/or other uses.
14. CITY shall have the right to inspect the premises at all reasonable times to ascertain that LESSEE is meeting its obligation under this lease.
15. LESSEE shall indemnify and hold harmless CITY and its agents, officers and employees from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of this lease or which are caused in whole or in part from any negligent or willful act or omission by LESSEE or anyone directly or indirectly employed by LESSEE, or anyone for whose acts LESSEE may be responsible.
16. The Mayor or his designee of CITY will serve as the official representative of CITY on all matters relating to this lease. All events to be scheduled, other than softball/baseball events, will first be submitted to the Mayor for prior written approval of such event, and such approval shall not be unreasonably withheld.
17. CITY shall have the right to use Winterview Ball Park for public events during the term of this lease, provided, that, no such use shall interfere with LESSEE'S scheduled programs, games and events, and provided, further, that CITY shall reimburse LESSEE for cleaning, and for the cost of repair of any damage caused to the playing fields and structures resulting from such use. CITY shall not schedule any such use without providing at least fourteen (14) days written notice to LESSEE, and also gaining LESSEE'S approval of such use.



11-A

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AMENDING LANDFILL REMEDIATION FUND  
FY 2018-2019 BUDGET (FUND 301)**

**WHEREAS**, the City is responsible for certain expenditures pertaining to the operation of the H&L Landfill remediation efforts; and

**WHEREAS**, additional expenditures were incurred with APTIM Environmental & Infrastructure Inc., for Consulting Services for storm water ditch repairs and final reporting for the pilot study; and

**WHEREAS**, additional expenditures were incurred with Hinshaw and Culbertson, LLP for IEPA Consent Decree Services; and

**WHEREAS** a budget amendment is necessary to account for the additional expenditures.

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

1. The FY 18-19 Landfill Remediation, Fund 301 budget be amended \$21,160.00 as follows:

Increase	<b>301-301-00-52022</b>	Engineering Services	<b>\$15,160.00</b>
----------	-------------------------	----------------------	--------------------

Increase	<b>301-301-00-52099</b>	Other Contractual Services	<b>\$6,000.00</b>
----------	-------------------------	----------------------------	-------------------

2. The Funds shall come from the Fund 301 Reserves
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 19th day of February, 2019, by \_\_\_ Ayes, \_\_\_ Nays, \_\_\_ Absent.

APPROVED:

BY: \_\_\_\_\_  
Acting Mayor

ATTEST:

BY: \_\_\_\_\_  
City Clerk