



**NOTICE AND AGENDA  
PUBLIC WORKS COMMITTEE MEETING**

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

**Tuesday, July 14, 2020 – 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 an E-W Alleyway near 216 S. Gilbert St. and Portion of Public Square for Petitioner K2 Enterprises LLC
5. Chairman's Comments
6. Approve Payrolls
7. Approve Vouchers Payables
8. Public Transportation – Lisa Beith, Director
  - A. Items of Information
    1. Monthly Report for June
9. Public Works – Carl Carpenter, Director
  - A. Resolution: Approving Professional Services Agreement for Sanitary Sewer Flow Monitoring and Sanitary Sewer System Evaluations (additional paperwork at meeting)
  - B. Resolution: Rejecting Bid #655 for 2020 Pavement Striping
  - C. Resolution: Awarding the Contract for Bid #656 for 2020 Sealcoat
  - D. Ordinance: Vacating an E-W Alleyway near 216 S. Gilbert St. and Portion of Public Square for Petitioner K2 Enterprises LLC
  - E. Ordinance: Approving the Acceptance of Right-of-Way and Easements for the Gilbert Street and Madison Street Intersection Improvements
  - F. Ordinance: Accepting Real Property at 513 W. Madison St.
  - G. Ordinance: Amending Chapter 77, Schedule XV (A), Stop or Yield Signs
  - H. Ordinance: Approving the Purchase of Real Property at 513 Harmon Street for the Williams Street Re-Alignment Project
  - I. Ordinance: Approving Real Estate Option Agreement for the Sale of Certain Real Property at 821 N. Vermilion Street

J. Items of Information

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

10. Closed Session

11. Items of Information

12. Committee Members' Comments

13. Adjournment



# City of Danville

DANVILLE, ILLINOIS

## SCHEDULE OF VOUCHERS PAYABLE

7

SUMMARY

July 14, 2020

### DISTRIBUTIONS

General Fund (001)		\$ 178,963.87
Central Vehicle Maint. (012)	\$ 4,237.67	
Code Enforcement (014)	\$ 164.99	
General City Government (015)	\$ 15,315.98	
Legal Services (017)	\$ 135.00	
Information Technology (020)	\$ 1,713.83	
Police (021)	\$ 140,082.95	
Fire (022)	\$ 1,785.01	
Streets (031)	\$ 9,131.50	
Parks & Public Property (051)	\$ 5,002.00	
Pool (052)	\$ 693.57	
Engineering & Urban Services (060)	\$ 701.37	
Fire Pension Fund (098)	\$ 135,363.81	
Police Pension Fund (099)	\$ 87,857.02	
Motor Fuel Tax (103)	\$ 7,039.55	
State Narcotics Forfeiture (104)	\$ 160.00	
Community Development Block Grant - CDBG (106)	\$ 57.00	
Danville Mass Transit (113)	\$ 47,165.75	
Capital Improvements (302)	\$ 8,015.00	
Community Reinvestment (310)	\$ 9,455.21	
Harrison Park Golf Course (400/401)	\$ 1,307.52	
Sanitary Sewer (402)	\$ 15,221.19	
Solid Waste Management (405)	\$ 15,078.87	
<b>Total</b>		<b>\$ 505,684.79</b>

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COMPTROLLER

DATE

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MAYOR

DATE

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CITY OF DANVILLE

ACCOUNTS PAYABLE FOR JULY 14, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-012-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	CVM UNIFORMS	05/18/2020	127533	\$ 54.50
001-012-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	CVM UNIFORMS	06/15/2020	127533	\$ 54.50
001-012-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	CVM UNIFORMS	06/22/2020	127533	\$ 53.30
001-012-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	CVM UNIFORMS	06/29/2020	127533	\$ 53.30
001-012-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR FOR FIRE DEPT C22	07/07/2020	127622	\$ 17.00
001-012-00-52015 - Maintenance of Vehicles	1214 - COFFMAN'S TRUCK SERVICE	TOW UNIT #45 - PARKS DUMP TRUCK	06/25/2020	127553	\$ 275.00
001-012-00-52015 - Maintenance of Vehicles	153 - BURKE SPRING & ALIGNMENT	ALIGNMENT & ADJUSTMENT FOR FIRE DEPT EA	06/30/2020	127549	\$ 127.50
001-012-00-52015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	ATP KIT FOR UNIT #96 - STREET 1 TON	07/02/2020	127594	\$ 42.59
001-012-00-52015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	PAINT BRUSHES FOR UNIT #100 - TANDEM DUMP	07/07/2020	127594	\$ 5.99
001-012-00-52015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	TIRE SEAL FOR ALL UNITS	07/07/2020	127594	\$ 137.27
001-012-00-52015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	TRANSMISSION PAN FOR UNIT #70 - PARKS 1 TON	06/30/2020	127594	\$ 40.93
001-012-00-52015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	WHEEL SEAL FOR UNIT #45 - PARKS DUMP	07/02/2020	127594	\$ 50.08
001-012-00-52015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	OIL FILTER FOR UNIT #96 - STREET 1 TON	07/06/2020	127557	\$ 43.62
001-012-00-52015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	AIR TANK & CABLE TANK FOR UNIT #100 - TANDEM DUMP	07/06/2020	127605	\$ 488.60
001-012-00-52015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	CREDIT FOR TURBOCHARGER CORE UNIT #75 - DUMP TRUCK	07/02/2020	127605	\$ (485.50)
001-012-00-52015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	VALVE SOLENOID FOR UNIT #91 - DUMP TRUCK	07/02/2020	127605	\$ 115.00
001-012-00-52015 - Materials to Maintain Vehicles	6164 - VOMAC TRUCK SALES & SERVICE	TURBOCHARGER KIT & CORE DEPOSIT FOR UNIT #53 - ELECTRICIAN TRUCK	07/02/2020	127621	\$ 1,570.77
001-012-00-52015 - Materials to Maintain Vehicles	6171 - AUTO-WARES GROUP	AIR & OIL FILTERS FOR ALL UNITS	07/01/2020	127540	\$ 144.27
001-012-00-52015 - Materials to Maintain Vehicles	6171 - AUTO-WARES GROUP	AIR & OIL FILTERS FOR SHOP STOCK	06/24/2020	127540	\$ 619.05
001-012-00-52015 - Materials to Maintain Vehicles	6171 - AUTO-WARES GROUP	CLAMP FOR UNIT #75 - DUMP TRUCK	07/01/2020	127540	\$ 10.98
001-012-00-52016 - Materials to Maint other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	BATTERY, ADAPTER BOLT, CABLE BOLT FOR PARKS MOWER	07/02/2020	127594	\$ 118.37
001-012-00-52016 - Materials to Maint other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	PARTS TO SERVICE JAKE9016 - PARKS MOWER	07/01/2020	127594	\$ 40.38
001-012-00-52016 - Materials to Maint other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	TIRE SEAL FOR ALL UNITS	07/07/2020	127594	\$ 137.28
001-012-00-52016 - Materials to Maint other Equipment	6171 - AUTO-WARES GROUP	AIR & OIL FILTERS FOR ALL UNITS	07/01/2020	127540	\$ 144.28
001-012-00-52016 - Materials to Maint other Equipment	76 - B & D SALES AND SERVICE	SPARK PLUGS FOR STREETS & PARKS SMALL ENGINES	07/06/2020	127544	\$ 39.90
001-012-00-52017 - Small Tools & Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	Shop Tools	07/06/2020	127594	\$ 20.99
001-012-00-52024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE FOR PUBLIC WORKS FACILITY	07/01/2020	127577	\$ 184.26
001-012-00-52099 - Other Commodities	340 - DEPKE WELDING SUPPLIES INC	PROPANE FOR SHOP HYSTER	07/06/2020	127564	\$ 73.56
001-012-00-52099 - Other Commodities	6171 - AUTO-WARES GROUP	HAND SOAP FOR CVM SHOP	07/01/2020	127540	\$ 39.90
001-014-00-52024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE FOR PUBLIC WORKS FACILITY	07/01/2020	127577	\$ 164.99
001-015-00-46086 - Sale of City Property	1287 - SALINA COLLINS	REFUND OF ALLEY VACATION FILING FEE PER CRONK	06/25/2020	127606	\$ 10.00
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	COPIER CONTRACT #3372	07/01/2020	127569	\$ 36.54
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	COPIER CONTRACT #D2408	07/01/2020	127569	\$ 123.75
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	COPIER CONTRACT #D2421	07/01/2020	127569	\$ 123.75
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	COPIER CONTRACT #D2520	07/01/2020	127569	\$ 244.62
001-015-00-52043 - Postage	5890 - MIDWEST MAILING & SHIPPING SYSTEMS, INC	CITY HALL ANNUAL MAINTENANCE FOR POSTAGE MACHINE	05/01/2020	127593	\$ 504.00
001-015-00-52091 - Animal Collection Activity	5473 - DEPT OF ANIMAL REGULATION	ANIMAL COLLECTION ACTIVITY	07/01/2020	127565	\$ 8,270.38
001-015-00-52095 - Billing & Collection Services	310 - DANVILLE SANITARY DISTRICT	UTILITY BILLING FOR JUNE 2020	07/02/2020	127563	\$ 5,903.77
001-015-00-53002 - Central Purchasing	316 - DP SUPPLY INC	CLEAN UP SPRAY WITH BLEACH	07/08/2020	127567	\$ 50.97
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	DVD HOLDERS FOR CID	07/03/2020	127534	\$ 48.20
001-22064 - Due to Peer Court	947 - PEER COURT INC	Court Fines for the month of June, 2020	07/06/2020	127601	\$ 7.50
001-22065 - Due to Crimestoppers	3228 - VERMILION COUNTY CRIME STOPPERS ATTN: KEITH SOUZA	Court Fines for the month of June, 2020	07/06/2020	127618	\$ 7.50
001-22068 - Due to Oakwood	3429 - OAKWOOD POLICE DEPT.	Court Fines for the month of June, 2020	07/06/2020	127598	\$ 25.00
001-22069 - Due to Rossville	3394 - ROSSVILLE POLICE DEPARTMENT	Court Fines for the month of June, 2020	07/06/2020	127604	\$ 95.00
001-020-00-52009 - Computer Service and Supplies	2581 - SHI INTERNATIONAL CORP	PALO ALTO RENEWAL	07/06/2020	127607	\$ 1,388.00
001-020-00-52041 - Telephone	4748 - COMCAST CABLE	JULY 2020 SUMMARY BILLING	06/27/2020	127554	\$ 325.83

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR JULY 14, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-021-00-51029 - Violence Prevention Program	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	CAMERA PROJECT - MISC. PARTS	06/11/2020	127608	\$ 115.90
Expenditures					
001-021-00-51029 - Violence Prevention Program	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	CAMERA PROJECT- WIRING	06/15/2020	127608	\$ 182.29
Expenditures					
001-021-00-51029 - Violence Prevention Program	5525 - NUTS ABOUT BOLTS	TAP MAGIC CUTTING OIL - CAMERA PROJECT	06/16/2020	127596	\$ 11.33
Expenditures					
001-021-00-51029 - Violence Prevention Program	6283 - MCC Network Services, LLC	CAMERA PROJECT	06/02/2020	127588	\$ 2,500.00
Expenditures					
001-021-00-51029 - Violence Prevention Program	6284 - Johnson Controls Security Solutions	CAMERA PROJECT - INSTALLATION	06/18/2020	127582	\$ 18,217.20
Expenditures					
001-021-00-51029 - Violence Prevention Program	6284 - Johnson Controls Security Solutions	CAMERA PROJECT - INSTALLATION	06/02/2020	127582	\$ 3,480.40
Expenditures					
001-021-00-51029 - Violence Prevention Program	6284 - Johnson Controls Security Solutions	CAMERA PROJECT - INSTALLATION	07/02/2020	127582	\$ 7,430.05
Expenditures					
001-021-00-51029 - Violence Prevention Program	888 - KIRBY RISK CORPORATION	CAMERA PROJECT - CONDUIT	06/10/2020	127584	\$ 29.90
Expenditures					
001-021-00-51029 - Violence Prevention Program	888 - KIRBY RISK CORPORATION	CAMERA PROJECT - FUSE BOWMAN VOORHEES	06/11/2020	127584	\$ 13.05
Expenditures					
001-021-00-51029 - Violence Prevention Program	888 - KIRBY RISK CORPORATION	CAMERA PROJECT - FUSE GRIFFIN VOORHEES	06/10/2020	127584	\$ 13.05
Expenditures					
001-021-00-51029 - Violence Prevention Program	888 - KIRBY RISK CORPORATION	CAMERA PROJECT - TOOLS	06/16/2020	127584	\$ 172.28
Expenditures					
001-021-00-52029 - Professional Services	1739 - ASCENSION ST. VINCENT PUBLIC SAFETY	FITNESS FOR DUTY EXAM - BRIAN LANGE	06/30/2020	127535	\$ 218.49
Expenditures					
001-021-00-52099 - Other Contractual Services	MEDICAL	COPIER CONTRACT REPORT WRITING	07/01/2020	127569	\$ 33.84
Expenditures					
001-021-00-52099 - Other Contractual Services	295 - DTI OFFICE SOLUTIONS	SHOP TOWELS, UNIFORMS	06/25/2020	127591	\$ 40.00
Expenditures					
001-021-00-52099 - Other Contractual Services	481 - MICKY'S LINEN	SHOP TOWELS, UNIFORMS	07/02/2020	127591	\$ 40.00
Expenditures					
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	2 BELTS	06/30/2020	127594	\$ 35.98
Expenditures					
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CAR 117 AIR DOOR ACTUATOR	06/25/2020	127594	\$ 24.30
Expenditures					
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CAR 117 CANISTER PURGE SOLENOID	06/18/2020	127594	\$ 34.71
Expenditures					
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CAR D-7 CAR 100 BELTS	06/29/2020	127594	\$ 35.98
Expenditures					
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Freon	06/29/2020	127594	\$ 37.56
Expenditures					
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	SPLICE FOR A/C LINES	05/27/2020	127594	\$ 45.56
Expenditures					
001-021-00-53015 - Materials to Maintain Vehicles	6220 - AUTOMOTIVE COLOR & SUPPLY	CONVERTER, EXHAUST GASKET, STRUT ASSEMBLY	06/25/2020	127542	\$ 323.65
Expenditures					
001-021-00-53015 - Materials to Maintain Vehicles	6220 - AUTOMOTIVE COLOR & SUPPLY	TIRE FOAM, CAR WASH, GLOVES	06/25/2020	127542	\$ 45.77
Expenditures					
001-021-00-53017 - Small Tools & Equipment	6278 - Digital Ally Inc	CAMERAS AND BODY CAMS	07/08/2020	127566	\$ 93,952.80
Expenditures					
001-021-00-53021 - Chemicals & Ammunition	Ray O'Herron	AMMUNITION	07/01/2020	127603	\$ 1,833.80
Expenditures					
001-021-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE AT 2 E SOUTH ST. JUNE	06/30/2020	127578	\$ 9,290.48
Expenditures					
001-021-00-53026 - Clothing	Ray O'Herron	BUTCHER - SGT BARS, WHISTLE, CHAIN, ALTERATION	07/06/2020	127603	\$ 48.99
Expenditures					
001-021-00-53026 - Clothing	Ray O'Herron	DUNHAM - BOOTS	06/16/2020	127603	\$ 93.75
Expenditures					
001-021-00-53026 - Clothing	Ray O'Herron	KIDWELL - BOOTS	04/06/2020	127603	\$ 179.95
Expenditures					
001-021-00-53026 - Clothing	Ray O'Herron	POLICE PATCHES	06/26/2020	127603	\$ 570.00
Expenditures					
001-021-00-53026 - Clothing	Ray O'Herron	RUTLEDGE - ARMORSKIN SHIRTS	07/06/2020	127603	\$ 179.96
Expenditures					
001-021-00-53026 - Clothing	Ray O'Herron	STEPHENS - CUFF POUCH, BELT	06/08/2020	127603	\$ 53.99
Expenditures					
001-021-00-53026 - Clothing	60 - ARNOLDS OFFICE SUPPLY	INK CARTRIDGES	06/25/2020	127534	\$ 39.99
Expenditures					
001-021-00-53099 - Other Commodities	Ray O'Herron	30 FLEX CUFFS	07/01/2020	127603	\$ 613.98
Expenditures					
001-021-00-54001 - K-9 Dog Expenses	6116 - STOCK+FIELD	HOWIE - DOG FOOD	07/03/2020	127609	\$ 143.97
Expenditures					
001-022-00-52041 - Telephone	42 - AT&T	POOL/ PARK/ DMT/ FIRE	06/25/2020	127536	\$ 39.21
Expenditures					
001-022-00-52099 - Other Contractual Services	295 - DTI OFFICE SOLUTIONS	Monthly Copier Rental	07/02/2020	127569	\$ 69.57
Expenditures					

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR JULY 14, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-022-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE FOR PUBLIC WORKS FACILITY	07/01/2020	127577	\$ 1,557.27
001-022-00-53026 - Clothing	Ray O'Herron	M Kosik - replacement of Job Shirt	07/02/2020	127603	\$ 65.69
001-022-00-53026 - Clothing	Ray O'Herron	R Allison - Promotion Badges	07/02/2020	127603	\$ 53.27
001-031-00-52054 - License Fee	3083 - ILLINOIS ENVIRONMENTAL PROTECTION AGENCY	IEPA PROGRAM FY - 2021 STORMWATER BILLING	06/26/2020	127579	\$ 1,000.00
001-031-00-52099 - Other Contractual Services	1193 - RAHN EQUIPMENT COMPANY	RENTAL OF BOOM MOWER	06/23/2020	127602	\$ 1,250.00
001-031-00-52099 - Other Contractual Services	1214 - COFFMAN'S TRUCK SERVICE	BOMAG ROLLER TOWING	06/23/2020	127553	\$ 125.00
001-031-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	AFTER HOURS AND OTHER RELATED FEES FOR LOCATING SERVICES	06/30/2020	127616	\$ 1,342.29
001-031-00-53007 - Materials to Maintain Streets	966 - DANIEL L RIBBE TRUCKING INC	STOCK DURAPATCH ROCK/BLEEDING STREET TREATMENTS	06/25/2020	127559	\$ 1,390.94
001-031-00-53008 - Materials to Maintain Blvd Lights	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	LED LAMPS FOR DOWNTOWN LIGHTING	06/30/2020	127608	\$ 352.95
001-031-00-53017 - Small Tools & Equipment	2700 - MENARDS - DANVILLE	ELECTRICIAN II TOOL - PLIERS	06/30/2020	127590	\$ 26.89
001-031-00-53018 - Traffic Control Supplies	2235 - KELLY'S SIGN SHOP	SIGN SHOP SUPPLIES	06/30/2020	127583	\$ 120.00
001-031-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE FOR PUBLIC WORKS FACILITY	07/01/2020	127577	\$ 3,391.05
001-031-00-53099 - Other Commodities	242 - CONNEY SAFETY PRODUCTS	IVYX CLEANSER TOWELLETTES	07/01/2020	127555	\$ 65.68
001-031-00-53099 - Other Commodities	340 - DEPKE WELDING SUPPLIES INC	Cylinder Rental	06/24/2020	127564	\$ 66.70
001-051-00-52011 - Maintenance of Building	1381 - JOHN SHEPHERD	PLUMBING REPAIRS @ AMBUSCS PLAYGROUND & RESTROOM	06/29/2020	127581	\$ 465.00
001-051-00-52011 - Maintenance of Building	3159 - NATE MOJONNIER PLUMBING, HEATING & COOLING	REPAIR OF URINAL @ DOUGLAS PARK	06/22/2020	127595	\$ 146.00
001-051-00-52011 - Maintenance of Building	4740 - HEIDRICK SEPTIC SERVICE INC	CLEAN GREASE TRAP @ LINCOLN PARK CONCESSION STAND	07/03/2020	127574	\$ 160.00
001-051-00-52013 - Maintenance of other IM	1381 - JOHN SHEPHERD	REPAIR WATER CANNONS @ AMBUSCS SPRAY PARK	06/29/2020	127581	\$ 425.00
001-051-00-52041 - Telephone	42 - AT&T	PARKS AND PUBLIC PROPERTIES	06/28/2020	127538	\$ 46.35
001-051-00-52041 - Telephone	42 - AT&T	POOL/ PARK/ DMT/ FIRE	06/25/2020	127536	\$ 227.34
001-051-00-52088 - Rentals	4202 - MEL PRICE CONTAINERS	STORAGE CONTAINER RENTAL FOR ELLSWORTH PARK	06/30/2020	127589	\$ 150.00
001-051-00-52088 - Rentals	53 - ARAMARK UNIFORM SERVICES INC	Floor Mats	05/18/2020	127533	\$ 7.00
001-051-00-52088 - Rentals	53 - ARAMARK UNIFORM SERVICES INC	Floor Mats	06/15/2020	127533	\$ 7.00
001-051-00-52088 - Rentals	53 - ARAMARK UNIFORM SERVICES INC	Floor Mats	06/22/2020	127533	\$ 7.00
001-051-00-52088 - Rentals	53 - ARAMARK UNIFORM SERVICES INC	Floor Mats	06/29/2020	127533	\$ 7.00
001-051-00-52099 - Other Contractual Services	1193 - RAHN EQUIPMENT COMPANY	RENTAL OF BOOM MOWER	06/23/2020	127602	\$ 1,250.00
001-051-00-53011 - Materials to Maintain Buildings	243 - CONNOR COMPANY	PARTS FOR AMBUSCS RESTROOM WATER HEATER	06/24/2020	127556	\$ 31.83
001-051-00-53013 - Materials to Maintain Other	243 - CONNOR COMPANY	PARTS FOR REPAIRS @ WINTER SPRAY PARK	06/22/2020	127556	\$ 27.76
001-051-00-53013 - Materials to Maintain Other	2465 - DANVILLE RUBBER GROUP	PARTS FOR WINTER SPRAY PARK & CANNON	06/22/2020	127562	\$ 52.00
001-051-00-53013 - Materials to Maintain Other	2743 - HAHNE AND COMPANY	EXPANSION JOINT MATERIAL FOR ELLSWORTH SIDEWALK	06/24/2020	127573	\$ 90.00
001-051-00-53016 - Materials to Maintain other Equipment	76 - B & D SALES AND SERVICE	LAWN MOWER BLADE FOR PARKS MOWER	07/06/2020	127544	\$ 27.78
001-051-00-53016 - Materials to Maintain other Equipment	76 - B & D SALES AND SERVICE	TRIMMER LINE FOR WEEDEATERS	07/06/2020	127544	\$ 80.96
001-051-00-53017 - Small Tools & Equipment	127 - BOTT'S LOCKSMITH	PADLOCKS FOR GATES @ SOUTHGATE TRAIL	06/29/2020	127547	\$ 27.00
001-051-00-53023 - Materials to Maintain Ball Diamonds	6116 - STOCK+FIELD	TARP STRAPS FOR WINTER PARK BALL FIELDS	07/07/2020	127609	\$ 25.94
001-051-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE FOR PUBLIC WORKS FACILITY	07/01/2020	127577	\$ 1,618.95
001-051-00-53026 - Clothing	1346 - JEFFREY POPE	CLOTHING REIMBURSEMENT	07/08/2020	127580	\$ 89.57
001-051-00-53099 - Other Commodities	2162 - ULINE ATTN: ACCOUNTS RECEIVABLE	HAND SANITIZER	07/07/2020	127614	\$ 32.52
001-052-00-52041 - Telephone	42 - AT&T	POOL/ PARK/ DMT/ FIRE	06/25/2020	127596	\$ 71.17
001-052-00-53009 - Chemicals for Pool	3887 - BRENTAG MID-SOUTH INC.	POOL CHEMICALS	06/26/2020	127548	\$ 417.45
001-052-00-53013 - Materials to Maintain Other	425 - FRANKS HOUSE OF COLOR	PAINT FOR POOL DECK	06/01/2020	127571	\$ 204.95
001-060-00-52083 - Dues and Subscriptions	323 - AXIOM SERVICES, INC	MICROSOFT OFFICE IMPORTER FOR MICROSTATION/ SINGLE COMPUTER LICE	05/01/2020	127543	\$ 238.50
001-060-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE FOR PUBLIC WORKS FACILITY	07/01/2020	127577	\$ 462.87
098-098-00-51012 - Fire Pension	300 - DANVILLE FIREMENS PENSION FUND	JUNE PUBLIC SAFETY FEE TRANSFER	07/03/2020	127560	\$ 135,363.81
099-099-00-51011 - Pension Contributions/IMRF ERI Payment	1005 - DANVILLE POLICE PENSION FUND	TRANSFER PUBLIC SAFETY FEE FOR JUNE ACTIVITY	07/03/2020	127561	\$ 87,857.02
103-103-00-600GM - General Maintenance	4061 - OPEN ROAD ASPHALT COMPANY LLC	MATERIALS FOR SEAL COAT PREP	07/02/2020	127600	\$ 3,582.80

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR JULY 14, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
103-103-20-66036 - West Williams Reconstruction	214 - CLARK DIETZ INC	PHASE 1 & 2 OF WILLIAMS ST	06/10/2020	127552	\$ 3,456.75
104-104-00-54099 - Other Expenditures	5602 - TRANSDUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	PERSON SEARCHES			
106-106-20-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE FOR PUBLIC WORKS FACILITY	07/01/2020	127612	\$ 160.00
113-113-20-46092 - Farebox Revenues	6022 - GREYHOUND LINES, INC.	JUNE TICKETS SALES FOR GREYHOUND	07/01/2020	127577	\$ 57.00
113-113-20-51006 - Physicals	5899 - OCCUPATIONAL RISK MANAGEMENT	DOT Physical - BAKER	07/06/2020	127572	\$ 334.35
113-113-20-51006 - Physicals	5899 - OCCUPATIONAL RISK MANAGEMENT	DOT Physical - GROPP, WARRICK, STANCIEL	05/15/2020	127599	\$ 95.00
113-113-20-51006 - Physicals	5899 - OCCUPATIONAL RISK MANAGEMENT	DOT Physical - POULOS	06/15/2020	127599	\$ 285.00
113-113-20-52009 - Computer Service and Supplies	2581 - SHI INTERNATIONAL CORP	HP DL380 GEN 10 SERVERS & MISC	06/01/2020	127607	\$ 95.00
113-113-20-52009 - Computer Service and Supplies	2581 - SHI INTERNATIONAL CORP	HPE FOUNDATION CARE 24X7	07/01/2020	127607	\$ 17,795.62
113-113-20-52009 - Computer Service and Supplies	2581 - SHI INTERNATIONAL CORP	LENOVO THINKPAD E15	06/30/2020	127607	\$ 9,260.54
113-113-20-52009 - Computer Service and Supplies	2581 - SHI INTERNATIONAL CORP	RDX QUICKSTOR 5 TB CATRIDGES	07/06/2020	127607	\$ 4,590.52
113-113-20-52009 - Computer Service and Supplies	2581 - SHI INTERNATIONAL CORP	VEEAM BACKUP RENEWAL	07/02/2020	127607	\$ 2,256.00
113-113-20-52011 - Maintenance of Building	127 - BOTTS LOCKSMITH	SERVICE CALL & LABOR	06/29/2020	127607	\$ 3,263.20
113-113-20-52015 - Maintenance of Vehicles	175 - CARNAGHI TOWING & REPAIR	TOWING 821	06/22/2020	127547	\$ 40.00
113-113-20-52015 - Maintenance of Vehicles	258 - ALLERTON TEST LANE	IDOT TEST 4329, 418, 819, 1937, 1632 & 1938	06/09/2020	127550	\$ 225.00
113-113-20-53011 - Materials to Maintain Buildings	165 - CRIS SENIOR SERVICES	PURCHASED TRANSPORTATION FOR MAY 2020	05/05/2020	127591	\$ 249.00
113-113-20-53011 - Materials to Maintain Buildings	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	Locking Ties	07/08/2020	127558	\$ 8,188.98
113-113-20-53011 - Materials to Maintain Buildings	127 - BOTTS LOCKSMITH	SERVICE CALL & LABOR	06/30/2020	127608	\$ 41.78
113-113-20-53011 - Materials to Maintain Buildings	6063 - O'REILLY	Parts for Roof Heater	06/22/2020	127547	\$ 95.00
113-113-20-53015 - Materials to Maintain Vehicles	6063 - O'REILLY	SHORT INVOICE	01/22/2020	127597	\$ 8.10
113-113-20-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	O-Rings	10/08/2019	127597	\$ 1.86
113-113-20-53015 - Materials to Maintain Vehicles	4660 - TT DISTRIBUTION	Engine Clean	06/22/2020	127594	\$ 18.24
113-113-20-53015 - Materials to Maintain Vehicles	920 - UNITED REFRIGERATION INC	REFRIGERANT	06/26/2020	127613	\$ 33.82
113-113-20-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE AT 2 E SOUTH ST. JUNE	06/29/2020	127615	\$ 160.00
113-113-21-52031 - Electricity	777 - AMEREN	101 NORTH HAZEL CITY BUS TERMINAL JUNE	06/30/2020	127578	\$ 40.60
113-113-21-52041 - Telephone	42 - AT&T	POOL/ PARK/ DMT/ FIRE	07/02/2020	127592	\$ 35.08
302-302-00-55015 - Vehicles	1193 - RAHN EQUIPMENT COMPANY	INSTALL EMERGENCY LIGHTING TO CAR 118	06/25/2020	127596	\$ 53.06
310-310-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE FOR PUBLIC WORKS FACILITY	07/02/2020	127602	\$ 8,015.00
310-310-00-54177 - Community Investment	1351 - MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC	ASBESTOS SURVEY @ 1018 MOORE	07/01/2020	127577	\$ 83.58
310-310-00-54177 - Community Investment	1351 - MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC	ASBESTOS SURVEY @ 103 NICKLAS	07/06/2020	127592	\$ 850.00
310-310-00-54177 - Community Investment	1351 - MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC	ASBESTOS SURVEY @ 109 OHIO	07/06/2020	127592	\$ 850.00
310-310-00-54177 - Community Investment	1351 - MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC	ASBESTOS SURVEY @ 109 PENNSYLVANIA	07/06/2020	127592	\$ 850.00
310-310-00-54177 - Community Investment	1351 - MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC	ASBESTOS SURVEY @ 111 OHIO	07/06/2020	127592	\$ 850.00
310-310-00-54177 - Community Investment	1351 - MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC	ASBESTOS SURVEY @ 14 TENNESSEE	07/06/2020	127592	\$ 850.00
310-310-00-54177 - Community Investment	1351 - MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC	ASBESTOS SURVEY @ 16 TENNESSEE	07/06/2020	127592	\$ 850.00
310-310-00-54177 - Community Investment	1351 - MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC	ASBESTOS SURVEY @ 431 SOUTH ST	07/06/2020	127592	\$ 850.00
310-310-00-54177 - Community Investment	1351 - MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC	ASBESTOS SURVEY @ 707 ROBINSON	07/06/2020	127592	\$ 850.00
310-310-00-54177 - Community Investment	1351 - MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC	ASBESTOS SURVEY @ 715 MAY	07/06/2020	127592	\$ 850.00

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR JULY 14, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
310-310-00-54177 - Community Investment	1351 - MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC	ASBESTOS SURVEY @ 8 N STATE ST	07/06/2020	127592	\$ 850.00
310-310-00-54177 - Community Investment	892 - KIRCHNER BUILDING CENTERS	CAUTION TAPE & BIT FOR DEMOS	07/07/2020	127585	\$ 21.63
400-400-00-52041 - Telephone	42 - AT&T	POOL/ PARK/ DMT/ FIRE	06/25/2020	127536	\$ 39.21
400-400-00-52099 - Other Contractual Services	4771 - AUTOMATIC IRRIGATION SUPPLY CO.	FINALIZE IRRIGATION REPAIRS	06/03/2020	127541	\$ 400.00
400-400-00-53016 - Materials to Maintain other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	FITTING FOR HP JD1600	06/30/2020	127594	\$ 6.32
400-400-00-53016 - Materials to Maintain other Equipment	687 - LOWE'S BUSINESS ACCOUNT	O-RINGS FOR EQUIPMENT @ HPGC	05/08/2020	127587	\$ 43.45
400-400-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL FOR HPGC	06/10/2020	127575	\$ 248.45
400-400-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL FOR HPGC	06/10/2020	127576	\$ 570.09
402-402-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	SEWER DEPT UNIFORMS	05/18/2020	127533	\$ 85.56
402-402-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	SEWER DEPT UNIFORMS	06/15/2020	127533	\$ 88.96
402-402-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	SEWER DEPT UNIFORMS	06/22/2020	127533	\$ 85.56
402-402-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	SEWER DEPT UNIFORMS	06/29/2020	127533	\$ 94.26
402-402-00-52031 - Electricity	5995 - AEP ENERGY	SEWER SUMMARY BILLING 05/01/2020 -06/28/2020	07/07/2020	127550	\$ 2,411.93
402-402-00-52039 - Property Report & Lien	848 - VERMILION COUNTY RECORDER VERMILION CO ILLINOIS	Lien Release 1636 Oak	07/08/2020	127619	\$ 25.00
402-402-00-52039 - Property Report & Lien	848 - VERMILION COUNTY RECORDER VERMILION CO ILLINOIS	Lien Release -1636 Oak	07/08/2020	127620	\$ 25.00
402-402-00-52041 - Telephone	42 - AT&T	H&L PUMP STATION	06/25/2020	127537	\$ 46.35
402-402-00-52041 - Telephone	42 - AT&T	1705 W WILLIAMS	06/28/2020	127539	\$ 263.77
402-402-00-52044 - Maintenance of Sanitary	2937 - DRENNAN SEPTIC SERVICE INC.	CHECK VALVE INSTALL @ 1108 JACKSON ST	06/27/2020	127568	\$ 1,943.00
402-402-00-52062 - Maintenance of Lift Station	5035 - SUN STATE SYSTEMS INC	REPAIR OF STARTER FOR NORTHWEST LIFT STATION	06/25/2020	127610	\$ 643.90
402-402-00-52095 - Billing & Collection Services	310 - DANVILLE SANITARY DISTRICT	UTILITY BILLING FOR JUNE 2020	07/02/2020	127563	\$ 5,903.77
402-402-00-52099 - Other Contractual Services	1750 - TRANS UNION LLC	BASIC SERVICE & TV DESKTOP SERVICE	06/29/2020	127611	\$ 47.50
402-402-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	AFTER HOURS AND OTHER RELATED FEES FOR LOCATING SERVICES	06/30/2020	127616	\$ 1,342.28
402-402-00-53014 - Materials to Maintain Storm Water	101 - BERRY'S GARDEN CENTER INC	STRAW MATS FOR YARD RESTORATIONS	06/18/2020	127545	\$ 75.55
402-402-00-53016 - Materials to Maintain other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	BRAKELINE FOR SEWER GENERATOR #1	06/29/2020	127594	\$ 9.30
402-402-00-53016 - Materials to Maintain other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	BRAKELINE FOR SEWER GREEN GENERATOR #1	06/29/2020	127594	\$ 27.90
402-402-00-53016 - Materials to Maintain other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	HOSE FOR SEWER GENERATOR	07/02/2020	127594	\$ 6.31
402-402-00-53016 - Materials to Maintain other Equipment	2465 - DANVILLE RUBBER GROUP	COUPLER FOR SEWER 308 LOADER	06/29/2020	127562	\$ 70.00
402-402-00-53017 - Small Tools & Equipment	892 - KIRCHNER BUILDING CENTERS	CONCRETE BRUSH FOR SEWER DEPT	07/01/2020	127585	\$ 8.69
402-402-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE FOR PUBLIC WORKS FACILITY	07/01/2020	127577	\$ 1,709.16
402-402-00-53099 - Other Commodities	2162 - ULINE ATTN: ACCOUNTS RECEIVABLE	HAND SANITIZER	07/07/2020	127614	\$ 65.05
402-402-00-53099 - Other Commodities	242 - CONNEY SAFETY PRODUCTS	IVYX CLEANSER TOWELLETTES	07/01/2020	127555	\$ 65.69
402-402-00-53099 - Other Commodities	340 - DEPKE WELDING SUPPLIES INC	Cylinder Rental	06/24/2020	127564	\$ 66.70
402-402-00-54099 - Other Expenditures	6170 - CHAMPAIGN MULTIMEDIA GROUP LLC	ADVERTISEMENT FOR BIDS IN THE NEWS GAZETTE	06/30/2020	127551	\$ 110.00
405-405-00-52039 - Property Report & Lien	848 - VERMILION COUNTY RECORDER VERMILION CO ILLINOIS	Lien Release 1636 Oak	07/08/2020	127619	\$ 25.00
405-405-00-52039 - Property Report & Lien	848 - VERMILION COUNTY RECORDER VERMILION CO ILLINOIS	Lien Release -1636 Oak	07/08/2020	127620	\$ 25.00
405-405-00-52083 - Dues and subscriptions	3956 - DUSTIN BROWN	REIMBURSE FOR DRIVERS LICENSE RENEWAL	07/07/2020	127570	\$ 65.00
405-405-00-52095 - Billing & Collection Services	310 - DANVILLE SANITARY DISTRICT	UTILITY BILLING FOR JUNE 2020	07/02/2020	127563	\$ 5,903.78
405-405-00-52099 - Other Contractual Services	1750 - TRANS UNION LLC	BASIC SERVICE & TV DESKTOP SERVICE	06/29/2020	127611	\$ 47.50
405-405-00-52099 - Other Contractual Services	6280 - BLACKWELL, DOLLIE	REIMBURSE FOR APPLIANCE COLLECTION	07/07/2020	127546	\$ 10.00
405-405-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	REPLACE 2 DRIVES AND TIRE REPAIR	07/06/2020	127622	\$ 679.56
405-405-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	TIRES AND TIRE REPAIR FOR UNIT #92 - AUTOMATED	07/06/2020	127622	\$ 686.81
405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	CREDIT FOR REAR VIEW MIRROR UNIT #93 - AUTOMATED	07/06/2020	127605	\$ (645.00)
405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	GLASS ASSEMBLY FOR UNIT #71 - GRAPPLER	07/07/2020	127605	\$ 87.90

CITY OF DANVILLE  
ACCOUNTS PAYABLE FOR JULY 14, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	INJECTOR SEALS & HARNESS INJECTOR FOR UNIT #71 - GRAPPLER	07/07/2020	127605	\$ 864.50
405-405-00-53015 - Materials to Maintain Vehicles	663 - LINNE MACHINE CO., INC.	TAP FOR UNIT #92 - AUTOMATED	07/02/2020	127586	\$ 162.24
405-405-00-53016 - Materials to Maint other Equipment	1115 - VERMEER SALES & SERVICE OF CENTRAL ILLINOIS, INC.	PARTS FOR YARD WASTE GRINDER	06/26/2020	127617	\$ 399.20
405-405-00-53016 - Materials to Maint other Equipment	2700 - MENARDS - DANVILLE	BALL VALVE FOR YARD WASTE EXCAVATOR	07/02/2020	127590	\$ 31.98
405-405-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE FOR PUBLIC WORKS FACILITY	07/01/2020	127577	\$ 6,690.96
405-405-00-53099 - Other Commodities	2162 - ULINE ATTN: ACCOUNTS RECEIVABLE	HAND SANITIZER	07/07/2020	127614	\$ 32.52
405-405-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	NOTE PADS FOR YARD WASTE SITE OFFICE	06/30/2020	127534	\$ 11.92
<b>Grand Total</b>					<b>505,684.79</b>



**Date:** July 14, 2020  
**To:** Alderman Mike Puhr, Public Works Committee Chairman  
**From:** Lisa Beith, Director of Public Transportation  
**Subject:** Public Transportation Department Summary

Ridership / Revenue Reports:

- Ridership for the month of June 2020 was 30816.
- The ADA ridership report for May was 501 rides.
- Revenue for the month of June was \$ 1,854.00.

Items of Information:

- June 1, 2020 - service hours expanded to regular schedule
- July 1, 2020 - Still not collecting fares
- July 1, 2020 - Transfer center open and service resumed on the 10 Danville-Champaign route as COVID numbers have continued to decrease

9-A

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR FLOW MONITORING AND SANITARY SEWER SYSTEM EVALUATIONS

WHEREAS, the City of Danville has observed multiple recent sanitary sewer surcharging and overflow events upstream of the Koehn Creek Siphon and the intersection of Jackson & English; and

WHEREAS, these events warrant further investigation to determine potential causes and solutions; and

WHEREAS, the City has negotiated a scope of services and fee for professional services with RJN Group, Inc. to complete flow monitoring, perform certain system inspections and evaluations in the problem areas, and provide recommendations for next steps to resolve the issues.

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

1. The attached agreement for Professional Services between the City of Danville and RJN Group, Inc. in the amount of \$ \_\_\_\_\_ is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver said agreement on behalf of the City.
3. The work shall be paid for from the Storm and Sanitary Sewer Fund (402) budget line item 52029 (Professional Services).
4. This Resolution shall take effect upon its passage and publication.

PASSED this 21<sup>st</sup> day of July, 2020 by \_\_\_Ayes, \_\_\_Nays, \_\_\_Absent.

APPROVED:

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

ATTEST:

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

RESOLUTION NO. 2020-XX

A RESOLUTION REJECTING  
BID #655 – 2020 PAVEMENT STRIPING

WHEREAS, with the passing of Resolution 2020-27 on April 21, 2020, the City Council appropriated Motor Fuel Tax funds for various maintenance activities including pavement striping; and

WHEREAS, the Illinois Department of Transportation (IDOT) has reviewed the proposed project scope and documents and has authorized the use of MFT funds for the project; and

WHEREAS, the City of Danville has advertised and sought bids for construction of Bid 655 – 2020 Pavement Striping in accordance with the City’s procurement policy; and

WHEREAS, the bids received exceed the allotted funds for the proposed work; and

WHEREAS, it is in best interest of the City of Danville to reevaluate the scope, methods, and general requirements before rebidding or performing the pavement striping work.

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

1. All submittals for Bid #655 are hereby rejected.
2. The Mayor and his designees are authorized to execute all documents necessary to reject Bid #655.
3. This Resolution shall take effect upon its passage and publication in pamphlet form.

PASSED this 21<sup>st</sup> day of July, 2020 by \_\_\_ Ayes, \_\_\_ Nays, and \_\_\_ Absent.

APPROVED:

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

ATTEST:

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

9-c

RESOLUTION NO. 2020-XX

A RESOLUTION AWARDING THE CONTRACT FOR  
BID #656 – 2020 SEALCOAT

WHEREAS, with the passing of Resolution 2020-27 on April 21, 2020, the City Council appropriated motor fuel tax funds for various maintenance activities including sealcoating; and

WHEREAS, the Illinois Department of Transportation (IDOT) has reviewed the proposed project scope and documents has authorized the use of MFT funds for the project; and

WHEREAS, the City of Danville has advertised and sought bids for construction of Bid 656 – 2020 Sealcoat in accordance with the City's procurement policy; and

WHEREAS, the City of Danville desires to complete the proposed improvements for the purpose of preserving and extending pavement life in various locations.

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

1. The contract for the Bid #656 is hereby awarded to the lowest responsible and sole bidder, Daniel L. Ribbe Trucking, Inc., in the amount of \$396,243.04.
2. The Mayor and his designees are authorized to issue a purchase order, execute the construction contract, and perform all work necessary to complete and pay for this transaction.
3. The improvements shall be paid for from Fund 103 (Motor Fuel Tax) budget line item 103-103-00-600GM (General Maintenance).
4. This Resolution shall take effect upon its passage and publication in pamphlet form.

PASSED this 21<sup>st</sup> day of July, 2020 by \_\_ Ayes, \_\_ Nays, and \_\_ Absent.

APPROVED:

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

ATTEST:

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

STREET NAME	From	To	SQ. YD. (GIS)	HFP RATE (gal/sq yd)	HFP RATE (TONS/SQ YD)	AGG RATE (LB/SY)	AGG TYPE	AGG (TON)	HFP (TONS)
AVE C	BENSYL	FRANCIS	2043	0.38	0.001596	23	CM16	23.5	3
AVE F	BENSYL	NORTH END	648	0.38	0.001596	23	CM16	7.5	1
AVE F	CUNNINGHAM	WARRINGTON	675	0.38	0.001596	23	CM16	7.8	1
AVE B	FRANCIS	CALDWELL	505	0.38	0.001596	23	CM16	5.8	1
CUNNINGHAM	AVE A	WEST END	584	0.38	0.001596	23	CM16	6.7	1
AVE H	CUNNINGHAM	KENWWOD	588	0.38	0.001596	23	CM16	6.8	1
KENWOOD	AVE H	CUNNINGHAM	906	0.38	0.001596	23	CM16	10.4	1
PARKER	FORREST	STEWART	610	0.38	0.001596	23	CM16	7.0	1
STEWART	PARKER	SEVENTH	557	0.38	0.001596	23	CM16	6.4	1
SEVENTH	FORREST	WEST END	2072	0.38	0.001596	23	CM16	23.8	3
FIFTH	WEST END	JEFFERSON	2641	0.38	0.001596	23	CM16	30.4	4
FOURTH	WEST END	FORREST	1264	0.38	0.001596	23	CM16	14.5	2
STEWART	FOURTH	NORTH END	4346	0.38	0.001596	23	CM16	50.0	7
PIERCE	THIRD	NORTH END	268	0.38	0.001596	23	CM16	3.1	0
THIRD	PIERCE	FORREST	1369	0.38	0.001596	23	CM16	15.7	2
THIRD	GILBERT	HIGHLAND	4109	0.38	0.001596	23	CM16	47.3	7
GREENWOOD CEM	HIGHLAND	EAST END	8485	0.38	0.001596	23	CM16	97.6	14
SECOND	WEST END	GILBERT	1977	0.38	0.001596	23	CM16	22.7	3
FIRST	GOMER	STEWART	547	0.38	0.001596	23	CM16	6.3	1
BRIDGE	FORREST	GILBERT	943	0.38	0.001596	23	CM16	10.8	2
BRIDGE	GILBERT	EAST END	1536	0.38	0.001596	23	CM16	17.7	2
BLUFF	GILBERT	JEFFERSON	637	0.38	0.001596	23	CM16	7.3	1
PARRAS	WILLIAMS	NORTH END	735	0.38	0.001596	23	CM16	8.5	1
MEADE	WILLIAMS	NORTH END	1017	0.38	0.001596	23	CM16	11.7	2
KIMBER	GRANT	HARMON	1286	0.38	0.001596	23	CM16	14.8	2
ANN	ROBINSON	HARMON	1389	0.38	0.001596	23	CM16	16.0	2
NEW	LOGAN	SHERIDAN	699	0.38	0.001596	23	CM16	8.0	1
WOODBURY	LOGAN	JACKSON	11666	0.38	0.001596	23	CM16	134.2	19
UNION	SEMINARY	CARVER PARK	1200	0.38	0.001596	23	CM16	13.8	2
UNION	CARVER PARK	WILLIAMS	1231	0.38	0.001596	23	CM16	14.2	2
TOWNSEND	GILBERT	WALNUT	2920	0.38	0.001596	23	CM16	33.6	5
CENTER	GILBERT	WALNUT	3290	0.38	0.001596	23	CM16	37.8	5
ENGLISH	COLLETT	BALDWIN	719	0.38	0.001596	23	CM16	8.3	1
BALDWIN	ENGLISH	FAIRCHILD	2582	0.38	0.001596	23	CM16	29.7	4
SHERIDAN	VOORHEES	COLUMBIA	1456	0.38	0.001596	23	CM16	16.7	2
SHERMAN	COLUMBIA	SOUTH END	411	0.38	0.001596	23	CM16	4.7	1
HARMON	COLUMBIA	WOODLAWN	1376	0.38	0.001596	23	CM16	15.8	2
SHADOWLAWN	CHANDLER	ROBINSON	1832	0.38	0.001596	23	CM16	21.1	3
WOODLAWN CT	WOODLAWN	SOUTH END	919	0.38	0.001596	23	CM16	10.6	1
WOODLAWN	GRANT	GILBERT	3979	0.38	0.001596	23	CM16	45.8	6
SHERMAN	WOODLAWN	ROSELAWN	1569	0.38	0.001596	23	CM16	18.0	3
GRANT	WOODLAWN	NORTH END	3044	0.38	0.001596	23	CM16	35.0	5
CHANDLER	WOODLAWN	FAIRLAWN	1212	0.38	0.001596	23	CM16	13.9	2
FAIRLAWN	CHANDLER	ROBINSON	2446	0.38	0.001596	23	CM16	28.1	4
LOGAN TER II	LOGAN	WEST END	1382	0.38	0.001596	23	CM16	15.9	2
CHANDLER	ROSELAWN	WILKIN	2500	0.38	0.001596	23	CM16	28.8	4
MEADOWLAWN	CHANDLER	ROBINSON	2395	0.38	0.001596	23	CM16	27.5	4
LAWNDALE	CHANDLER	ROBINSON	2358	0.38	0.001596	23	CM16	27.1	4

HARMON	LAWNDALE	WILKIN	1026	0.38	0.001596	23	CM16	11.8	2
LAURAL PL	WILKIN	SOUTH END	428	0.38	0.001596	23	CM16	4.9	1
OAK	ROSELAWN	SWISHER	5967	0.38	0.001596	23	CM16	68.6	10
WILKIN	ROBINSON	GILBERT	1022	0.38	0.001596	23	CM16	11.8	2
DENNIS	WEST END	ROBINSON	3572	0.38	0.001596	23	CM16	41.1	6
LINDENWOOD	JACKSON	COLUMBIA	3266	0.38	0.001596	23	CM16	37.6	5
CHESTER	ASPHALT	EAST END	1374	0.38	0.001596	23	CM16	15.8	2
MONROE	VERMILION	JACKSON	1319	0.38	0.001596	23	CM16	15.2	2
COUNTRYWAY	TOWNWAY	NORTH END	3980	0.38	0.001596	23	CM16	45.8	6
WILSON	WEST END	EAST END	1312	0.38	0.001596	23	CM16	15.1	2
HILLSIDE DR	WESTVIEW	SKYLINE	7513	0.38	0.001596	23	CM16	86.4	12
CRESTVIEW	SOUTHMOR	HILLSIDE	3513	0.38	0.001596	23	CM16	40.4	6
GLENVIEW	KNOLLCREST	EASTVEIW	2814	0.38	0.001596	23	CM16	32.4	4
LORRAINE	EDGEWOOD	FAIRCHILD	5357	0.38	0.001596	23	CM16	61.6	9
GIDDINGS	ENGLISH	NORTH END	3351	0.38	0.001596	23	CM16	38.5	5
FAIRWOOD	GIDDINGS	KOEHN	1208	0.38	0.001596	23	CM16	13.9	2
GLENWOOD	DEERWOOD	SOUTH END	4317	0.38	0.001596	23	CM16	49.6	7
DEERWOOD	MOORE	CAMARO	2279	0.38	0.001596	23	CM16	26.2	4
ELMWOOD	RUSSEL	SOUTH END	3529	0.38	0.001596	23	CM16	40.6	6
CLARENCE	BEARD	PIXLEY	820	0.38	0.001596	23	CM16	9.4	1
MABIN	PLUM	GRIFFIN	1976	0.38	0.001596	23	CM16	22.7	3
BREMER	MAIN	GRIGGS	3085	0.38	0.001596	23	CM16	35.5	5
HINKLEY	FAIRCHILD	NORTH END	706	0.38	0.001596	23	CM16	8.1	1
PUBLIC WORKS PK	EAST PARKING LOT		8244	0.38	0.001596	23	TR	COD	13

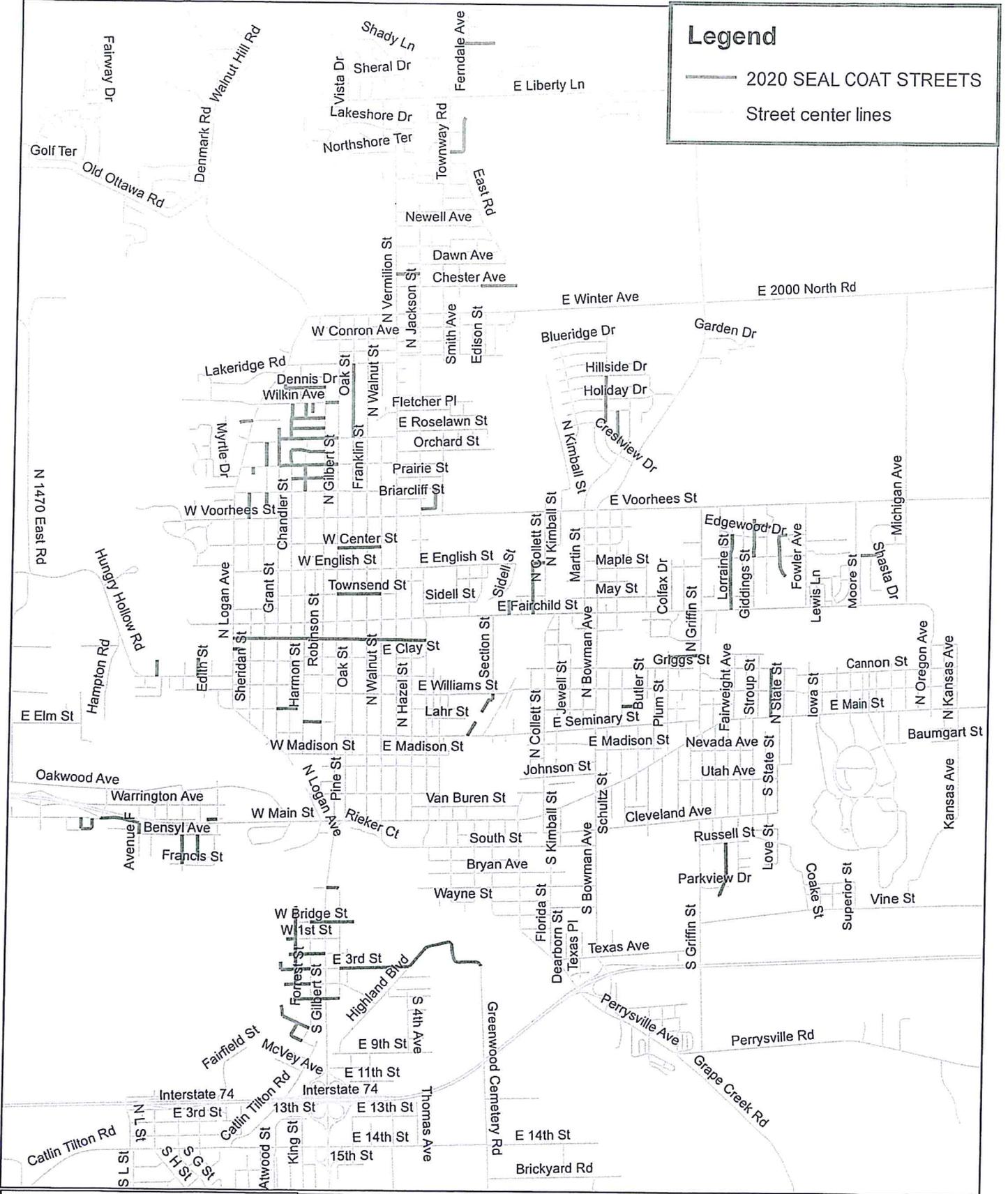
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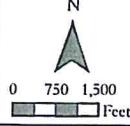
263

# Legend

-  2020 SEAL COAT STREETS
-  Street center lines



**DEPARTMENT OF ENGINEERING**  
 City of Danville  
 1155 E Voorhees St, Danville, IL  
 www.cityofdanville.org  
 Date: June 02, 2020

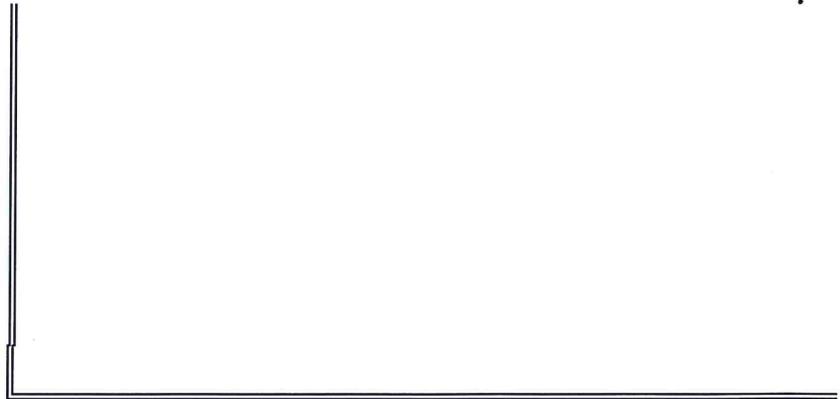


## 2020 SEAL COAT

BID #

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

9-D



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

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

WHEREAS, a Petition to Vacate was filed by K2 Enterprises, LLC, Petitioner, requesting that the City Council vacate the alley, or part thereof, legally described as follows, to-wit:

See Attached Exhibit

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 July 14, 2020; and,

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

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

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

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

Section 1: The alley, or part thereof, legally described on the Exhibit, attached hereto and incorporated by reference herein, is hereby vacated.

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

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

Section 5: Only the following owner(s) of one particular parcel identified in the Petition to Vacate as paying 100% of the compensation set forth above, shall acquire title to the entire 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: K2 Enterprises, LLC.

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

APPROVED:

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

ATTEST:

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

BEFORE THE DANVILLE CITY COUNCIL  
DANVILLE, ILLINOIS

OFFICE USE Public Hearing Date: 07/14/20 PW  
City Council Approval Date: 07/21/20 CC  
Non-refundable Filing Fee of \$100.00 Paid:  Rec'd by: *lm*

FILED

MAY 27 2020

Lisa K. Monson, City Clerk  
Danville, Illinois

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF VERMILION )

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:  
K2 Enterprises llc. 217-283-4564 office, 217-~~504-2263~~ cellular (Kevin Davis)

1006 W Chestnut St. Hoopeston IL. 60942

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:  
216 S. Gilbert St. Danville, IL 61832

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 document

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:

K2 Enterprises llc. all abutting properties of the requested parcels to be vacated.

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(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:

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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>
K2 Enterprises llc. will pay 100% of compensation.	

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

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

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

Petitioner(s):

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

Print Name: Kevin Davis

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

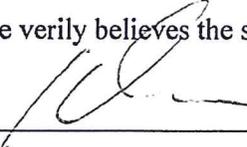
Print Name: \_\_\_\_\_

\_\_\_\_\_ (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.

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

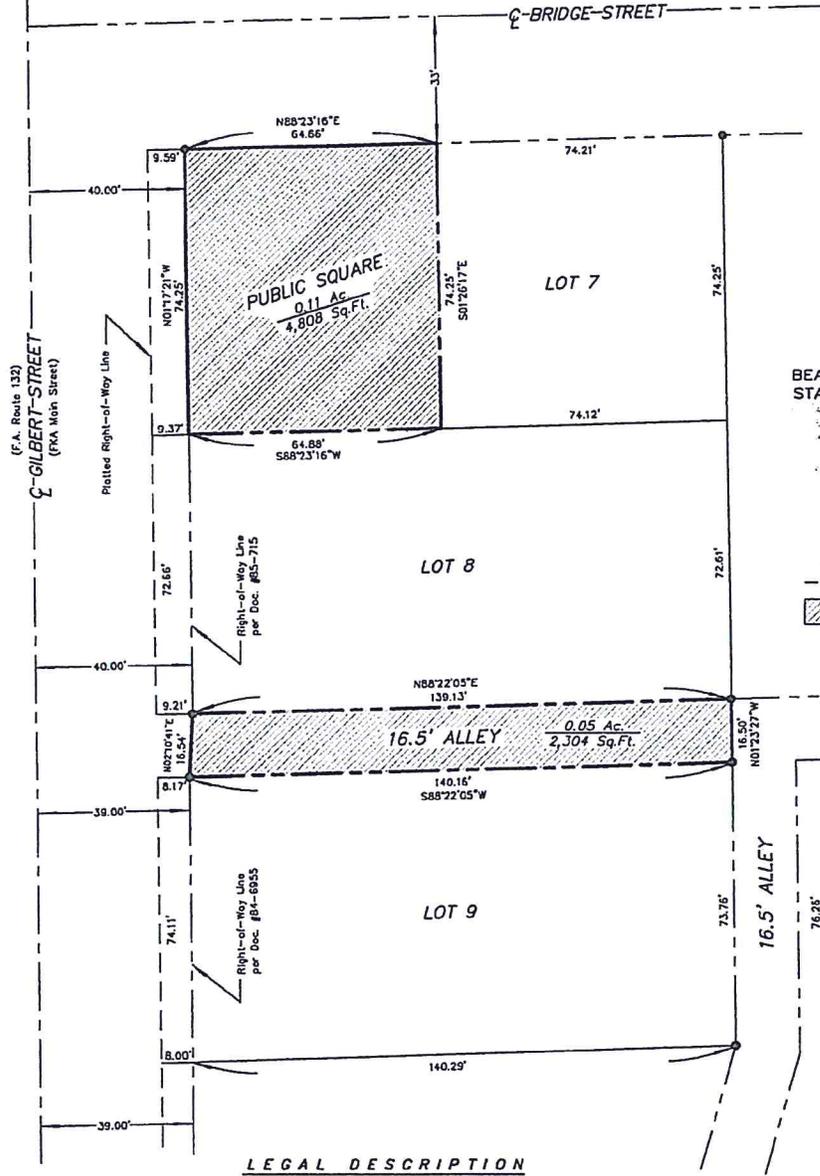
Subscribed and sworn to  
before me this 29<sup>th</sup> day of

May, 2020.

Lisa K. Monson  
\_\_\_\_\_  
Notary Public



**PROPOSED PUBLIC SQUARE VACATION  
IN JOHN H. MORGAN'S FIRST ADDITION TO THE TOWN OF DANVILLE  
AND A PORTION OF AN EAST-WEST ALLEY  
LYING NORTH OF LOT 9  
IN CATHERINE EASTERDAY'S SUBDIVISION  
CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS**



SCALE : 1" = 30'  
BEARINGS REFERENCED TO ILLINOIS  
STATE PLANE COORDINATE SYSTEM  
NAD 1983, EAST ZONE

**LEGEND**

- 1/2" x 30" Iron Pipe Set with I.P.L.S. 359+ Identification Cap
- Iron Rod Found
- - - Existing Right-of-Way Line
- ▨ Proposed Right-of-Way to be Vacated

**LEGAL DESCRIPTION**

All of that part of the public square adjacent to Lot 7 and Lot 8 in John H. Morgan's First Addition to the Town of Danville as shown in Plat Record Book 1 on page 481 and lying east of the northerly extension of the east right of way line of Gilbert Street (F.A. Route 132) as shown in Document Number 85-715 in the Office of the Vermilion County Recorder, Vermilion County, Illinois.

ALSO

All of that part of a 16.5 foot alley lying east of the east right of way line of Gilbert Street (F.A. Route 132) and south of Lot 8 in John H. Morgan's First Addition to the Town of Danville as shown in Plat Record Book 1 on page 481 and north of Lot 9 in Catherine Easterday's Subdivision of Lots 1, 2, 3, 4, 10, 11, 12, 13, 14, 15, 16 and outlying strip of J.H. Morgan's First and second Additions to Danville as shown in Plat Record Book 4 on page 34 being more particularly described as follows:

Beginning at an Iron Pipe situated at the northeast corner of Lot 9 in Catherine Easterday's Subdivision of Lots 1, 2, 3, 4, 10, 11, 12, 13, 14, 15, 16 and outlying strip of J.H. Morgan's First and Second Additions to Danville; thence South 88 degrees 22 minutes 05 seconds West, along the north line of said Lot 9, a distance of 140.15 feet to an Iron Pipe situated on the east right of way line of Gilbert Street (F.A. Route 132) as shown in Document Number 84-6955 in the Office of the Vermilion County Recorder, Vermilion County, Illinois; thence North 02 degrees 10 minutes 41 seconds East a distance of 16.54 feet to an Iron Pipe situated at the intersection of the south line of Lot 8 in John H. Morgan's First Addition to the Town of Danville and the east right of way line of Gilbert Street (F.A. Route 132) as shown in Document Number 85-715 in the Office of said County Recorder; thence North 88 degrees 22 minutes 05 seconds East, along said south line, a distance of 139.13 feet to an Iron Pipe situated at the southeast corner of said Lot 8; thence South 01 degrees 23 minutes 27 seconds East a distance of 16.50 feet to the point of beginning.

DATE OF PREPARATION: 4/29/2020	PROJECT NO.: 2000300
<b>HARTKE</b> ENGINEERING AND SURVEYING INC. 227 S. 101st St. Ottawa, IL 62450	SHEET NO. <b>1</b> OF 1 SHEETS
117 S. EAST AVE. P.O. BOX 125 OGDEN, IL 61839 101 W. OTTAWA ROAD   PAXTON, IL 62457 ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184.003128	



Site Location For:

# Petition to Vacate Right of Ways

Date: 6/26/2020



**NOTICE OF PUBLIC HEARING  
ON PETITION TO  
VACATE STREET OR ALLEY OR PART THEREOF**

PLEASE TAKE NOTICE that on the 14th day of July, 2020 at 6:00 P.M. at the Robert E. Jones Municipal Building, 17 West Main Street, Danville, Illinois, a public hearing will be conducted by the Public Works Committee of the Danville City Council on a certain Petition to Vacate (copy enclosed) filed by K2 Enterprises LLC. Petitioner(s), to consider whether to recommend to the Danville City Council the approval or disapproval of an ordinance vacating the following described street or alley, or part thereof, to-wit:

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

*(See Attachment/216 South Gilbert, Danville, Illinois)*

You may appear at that time and place to be heard on the merits of the Petition to Vacate.

CITY OF DANVILLE

Logan Cronk  
City of Danville  
Grants and Planning Manager  
Email: [lcronk@cityofdanville.org](mailto:lcronk@cityofdanville.org)  
Phone: 217-431-2286



Petition to Vacate Alley - Notification Mailers Date: 6/29/2020



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

AN ORDINANCE APPROVING THE ACCEPTANCE OF  
RIGHT-OF-WAY AND EASEMENTS FOR THE  
GILBERT STREET & MADISON STREET INTERSECTION IMPROVEMENTS

WHEREAS, by Ordinance No. 9233 the City of Danville passed an Ordinance vacating streets and alleys filed by Carle Foundation Hospital, Petitioner; and

WHEREAS, Carle Foundation Hospital, as part of the streets and alleys to be vacated, is required to design and construct improvements for a signalized intersection at Gilbert and Madison Street; and

WHEREAS, the construction of the improvements for a signalized intersection at Gilbert and Madison Street require additional right of way acquisitions and easements; and

WHEREAS, the Mayor, or his designee, have coordinated for the purchase of the real property and easements necessary for the improvements are summarized and described on Exhibit "A" attached hereto and incorporated by reference herein; and

WHEREAS, the owners of the real property have executed the Warranty Deeds necessary to transfer the properties and have agreed to execute easements necessary to perform the project, said Warranty Deeds and easements which are contained in Exhibit "B" attached hereto and incorporated by reference herein; and

WHEREAS, Carle Foundation Hospital will be compensating all impacted land owners for all right of way acquisitions, easements, and damages; and

WHEREAS, the City Council now finds it appropriate and necessary and in the best interests of the City and its residents to authorize the Mayor to execute all documents necessary to acquire the real property and the permanent easement summarized and described on Exhibit "A" and legally described in Exhibit "B"; and

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

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

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

Section 2: The attached Warranty Deeds and Easement Documents in Exhibit "B" between the various property owners, Grantors, and City of Danville, Grantee, providing for the purchase of right-of-way, permanent easements, temporary easements, compensation in lieu of construction, and other commitments are hereby approved. The Mayor and City Clerk are authorized and directed to execute and deliver any other documents as may be necessary to complete the transactions.

Section 3. That the requirements of Section 30.07(A) of the Code of Ordinances are hereby waived, and the purchase of the real property summarized and described on Exhibit "A" are hereby approved.

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

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

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

PASSED this 21<sup>st</sup> day of July, 2020 by \_\_\_ Ayes, \_\_\_ Nays, \_\_\_ Absent

APPROVED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

**EXHIBIT "A" - COST TO BE PAID BY CARLE FOUNDATION HOSPITAL**

PROJECT PARCEL	PIN	ADDRESS	OWNER	RIGHT OF WAY (SQ FT)	PERMANENT EASEMENT (SQ FT)	TEMPORARY EASEMENT (SQ FT)	REAL PROPERTY	DAMAGES	PERMANENT EASEMENT	TEMPORARY EASEMENT	TOTAL COST
1	23-08-105-015	210 N GILBERT STREET	MIDWEST AMERICA FEDERAL CREDIT UNION	1604	1287	4420	\$ 8,020.00	\$ 12,748.00	\$ 6,435.00	\$ 5,580.00	\$ 32,783.00
2	23-08-104-024	306 N GILBERT STREET	POCH PROPERTIES, LLC	231		926	\$ 2,155.00	\$ -	\$ -	\$ 463.00	\$ 2,618.00
3	23-08-110-052	303 N GILBERT STREET	G & KK INC.	694		1909	\$ 4,470.00	\$ -	\$ -	\$ 955.00	\$ 5,425.00
4	23-08-110-054	211 N GILBERT STREET	DW SYSTEMS, INC			3457	\$ -	\$ -	\$ -	\$ 4,543.00	\$ 4,543.00
						<b>TOTALS</b>	\$ 14,645.00	\$ 12,748.00	\$ 6,435.00	\$ 11,541.00	\$ 45,369.00

Owner	Midwest America Federal Credit Union
Route	West Madison Street
County	Vermilion
Parcel Address	210 N. Gilbert
Project Parcel No.	N/A
Property Tax ID No.	23-08-105-0015
Project Section No.	N/A
Project	Gilbert & Madison Street Intersection Improvements

**WARRANTY DEED**

MIDWEST AMERICA FEDERAL CREDIT UNION, a business organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Ten Dollars (\$10.00) and other goods, receipt of which is hereby acknowledged, and pursuant to the authority given by said business, hereby represents that Grantor owns the fee simple title to and grants, conveys and warrants to the CITY OF DANVILLE, an Illinois Municipal Corporation (Grantee), the following described real estate:

A RIGHT-OF-WAY PARCEL IN A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS, SAID RIGHT-OF-WAY PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4 OF GALUSHA & GILBERT'S ADDITION AS RECORDED IN DEED RECORD C, PAGE 563 IN THE VERMILION COUNTY RECORDER'S OFFICE; THENCE NORTH 89° 53' 50" EAST ALONG THE EXISTING SOUTH RIGHT-OF-WAY LINE OF MADISON STREET 268.27 FEET TO THE EXISTING WEST RIGHT-OF-WAY LINE OF GILBERT STREET (F.A.P. 332 U.S. ROUTE 136); THENCE SOUTH 31° 30' 04" EAST ALONG SAID WEST RIGHT-OF-WAY LINE 24.32 FEET; THENCE SOUTH 00° 48' 47" EAST ALONG SAID WEST RIGHT-OF-WAY LINE 13.48 FEET; THENCE NORTH 21° 35' 15" WEST 10.48 FEET; THENCE NORTH 47° 36' 36" WEST 11.64 FEET; THENCE SOUTH 89° 37' 10" WEST 11.50 FEET; THENCE NORTH 00° 08' 05" WEST 10.59 FEET; THENCE SOUTH 89° 37' 10" WEST 122.24 FEET; THENCE ALONG A CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 349.00 FEET, A CHORD BEARING OF NORTH 86° 49' 29" WEST, AND AN ARC LENGTH OF 43.32 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 301.00 FEET, A CHORD BEARING OF NORTH 86° 49' 29" WEST, AND AN ARC LENGTH OF 37.36 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89° 37' 10" WEST 54.44 FEET TO THE EAST RIGHT-OF-WAY LINE OF ROBINSON STREET; THENCE NORTH 00° 48' 42" EAST ALONG SAID EAST RIGHT-OF-WAY LINE 2.34 FEET TO THE POINT OF BEGINNING, SAID RIGHT OF WAY PARCEL CONTAINING 1,604 SQUARE FEET (0.037 ACRES) , MORE OR LESS, ALL SITUATED IN VERMILION COUNTY, ILLINOIS



Owner	Midwest America Federal Credit Union
Route	West Madison Street
County	Vermilion
Parcel Address	210 N. Gilbert
Project Parcel No.	N/A
Property Tax ID No.	23-08-105-0015
Project Section No.	N/A
Project	Gilbert & Madison Street Intersection Improvements

### PERMANENT EASEMENT

MIDWEST AMERICA FEDERAL CREDIT UNION, a business organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Ten Dollar (\$10.00), receipt of which is hereby acknowledged, and pursuant to the authority given by said business, represents that Grantor owns the fee simple title to and grants and conveys to the City of Danville, an Illinois Municipal Corporation (Grantee), a permanent easement for the purpose of general utilities and maintenance that can be used for all public and or private utilities on, over and through the following described real estate: See attached legal Description as **Exhibit A.**

situated in the County of Vermilion, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the ("Premises").

1. The Grantee shall maintain and repair the Infrastructure. The easement rights granted herein include the right, but not the obligation, from time to time, and at any time, to remove or clear obstructions upon the Premises;
2. The easement rights granted by Grantor to Grantee herein also include a the right of ingress and egress over, upon and across the Premises;
3. Governmental Approvals. Grantee shall be solely responsible for obtaining any governmental permits and approvals necessary for operating, maintaining, repairing and replacing the Infrastructure.
4. Grantee's Standard of Care; Restoration of Property. Grantee agrees to exercise reasonable care in the use and enjoyment of the Premises. Grantee agrees to perform all work within the Property in a good and workman-like manner, free of liens of any contractor, materialman or vendor.
5. Use of Easement by Employees, Agents and Third-Party Contractors of Grantee.

The easement rights granted under this Deed of Easements shall also extend to the employees, agents and third-Party contractors of Grantee.

6. Duration of Easement. The Easement granted herein shall be perpetual; provided, however, upon the ceasing of Grantee's use of any easement herein for the purpose of the Infrastructure, such easement rights shall automatically terminate and all rights shall revert to the Grantor.

7. Indemnification. To the fullest extent allowed by law, Grantee agrees to indemnify and defend the Grantor, its officers, directors, members, shareholders, lenders, agents, employees and contractors, and hold them harmless from any and all demands, claims, suits, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including, without limitation, attorneys' fees and court costs), arising on or from:

- a. the use, possession, maintenance, construction, work or occupancy of the Premises by Grantee, or any person, agent, invitee or licensee claiming under or through Grantee including, without limitation, any air, land, water or other pollution thereon or emanating therefrom;
- b. any activity, work or thing done or permitted by Grantee in the Premises;
- c. any acts, omissions, or negligence of Grantee or any person claiming under Grantee or the employees, agents, contractors, invitees, or visitors of Grantee or any such person;
- d. any breach, violation, or nonperformance by Grantee or any person claiming under or through Grantee or the employees, agents, contractors, invitees, or visitors of Grantee or any such person, of any term, covenant or provision of this Deed of Easements, or any law, ordinance or governmental order or requirement of any kind; or
- e. any injury or damage to the person, property, or business of Grantee, its employees, agents, contractors, invitees, visitors or any other person entering upon or around the Premises under the express or implied invitation of Grantee, except for injury or damage caused by the negligence or willful misconduct of Grantor or its officers, directors, members, shareholders, lenders, agents, employees or contractors.

If any action or proceeding is brought against the Grantor, its officers, directors, members, shareholders, lenders, agents, employees or contractors by reason of any such claim, Grantee, upon notice from the Grantor, will defend the claim at Grantee's expense.

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 26 day of June, 2020.

Midwest America Federal Credit Union

Corporation Name

By:

[Signature]  
Signature  
Gregory E. Mohr  
Pres CEC

ATTEST:

By: Natasha Black  
Signature

Natasha Black  
Print Name and Title

State of Illinois )  
                                  ) ss  
County of Vermilion )

This instrument was acknowledged before me on June 26, 2020  
by Pamela Anne Smith

(SEAL)

Pamela Anne Smith  
Notary Public

My Commission Expires: 01/24/2021

Prepared by:  
After recording mail this instrument to:

City of Danville  
ATTN: Engineering Division  
1155 E Voorhees Suite A  
Danville, IL 61832

**EXHIBIT "A"**

A PERMANENT UTILITY EASEMENT FOR GENERAL UTILITY INSTALLATION AND MAINTENANCE BEING 5 FEET IN EVEN WIDTH, CONTAINING 1,287 SQUARE FEET, MORE OR LESS, IN VERMILION COUNTY, ILLINOIS, LYING SOUTH OF AND ADJACENT TO THE FOLLOWING DESCRIBED RIGHT-OF-WAY PARCEL:

A RIGHT-OF-WAY PARCEL IN A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS, SAID RIGHT-OF-WAY PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4 OF GALUSHA & GILBERT'S ADDITION AS RECORDED IN DEED RECORD C, PAGE 563 IN THE VERMILION COUNTY RECORDER'S OFFICE; THENCE NORTH 89° 53' 50" EAST ALONG THE EXISTING SOUTH RIGHT-OF-WAY LINE OF MADISON STREET 268.27 FEET TO THE EXISTING WEST RIGHT-OF-WAY LINE OF GILBERT STREET (F.A.P. 332 U.S. ROUTE 136); THENCE SOUTH 31° 30' 04" EAST ALONG SAID WEST RIGHT-OF-WAY LINE 24.32 FEET; THENCE SOUTH 00° 48' 47" EAST ALONG SAID WEST RIGHT-OF-WAY LINE 13.48 FEET; THENCE NORTH 21° 35' 15" WEST 10.48 FEET; THENCE NORTH 47° 36' 36" WEST 11.64 FEET; THENCE SOUTH 89° 37' 10" WEST 11.50 FEET; THENCE NORTH 00° 08' 05" WEST 10.59 FEET; THENCE SOUTH 89° 37' 10" WEST 122.24 FEET; THENCE ALONG A CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 349.00 FEET, A CHORD BEARING OF NORTH 86° 49' 29" WEST, AND AN ARC LENGTH OF 43.32 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 301.00 FEET, A CHORD BEARING OF NORTH 86° 49' 29" WEST, AND AN ARC LENGTH OF 37.36 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89° 37' 10" WEST 54.44 FEET TO THE EAST RIGHT-OF-WAY LINE OF ROBINSON STREET; THENCE NORTH 00° 48' 42" EAST ALONG SAID EAST RIGHT-OF-WAY LINE 2.34 FEET TO THE POINT OF BEGINNING, SAID RIGHT OF WAY PARCEL CONTAINING 1,604 SQUARE FEET (0.037 ACRES), MORE OR LESS, ALL SITUATED IN VERMILION COUNTY, ILLINOIS.

Owner	Midwest America Federal Credit Union
Route	West Madison Street
County	Vermilion
Parcel Address	210 N. Gilbert
Project Parcel No.	N/A
Property Tax ID No.	23-08-105-0015
Project Section No.	N/A
Project	Gilbert & Madison Street Intersection Improvements

### **TEMPORARY CONSTRUCTION EASEMENT**

MIDWEST AMERICA FEDERAL CREDIT UNION, (Grantor), of the County of Vermilion and State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other goods, receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to CARLE HEALTH DEVELOPMENT, LLC, an Illinois Limited Liability Company, (Grantee), a temporary construction easement for the purpose of constructing roadway improvements, on, over, and through the following described real estate:

A TEMPORARY CONSTRUCTION EASEMENT 15 FEET IN EVEN WIDTH, CONTAINING 4,420 SQUARE FEET (0.101 ACRES), MORE OR LESS, IN VERMILION COUNTY, ILLINOIS, LYING SOUTH OF AND ADJACENT TO THE FOLLOWING DESCRIBED RIGHT-OF-WAY PARCEL:

A RIGHT-OF-WAY PARCEL IN A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS, SAID RIGHT-OF-WAY PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4 OF GALUSHA & GILBERT'S ADDITION AS RECORDED IN DEED RECORD C, PAGE 563 IN THE VERMILION COUNTY RECORDER'S OFFICE; THENCE NORTH 89° 53' 50" EAST ALONG THE EXISTING SOUTH RIGHT-OF-WAY LINE OF MADISON STREET 268.27 FEET TO THE EXISTING WEST RIGHT-OF-WAY LINE OF GILBERT STREET (F.A.P. 332 U.S. ROUTE 136); THENCE SOUTH 31° 30' 04" EAST ALONG SAID WEST RIGHT-OF-WAY LINE 24.32 FEET; THENCE SOUTH 00° 48' 47" EAST ALONG SAID WEST RIGHT-OF-WAY LINE 13.48 FEET; THENCE NORTH 21° 35' 15" WEST 10.48 FEET; THENCE NORTH 47° 36' 36" WEST 11.64 FEET; THENCE SOUTH 89° 37' 10" WEST 11.50 FEET; THENCE NORTH 00° 08' 05" WEST 10.59 FEET; THENCE SOUTH 89° 37' 10" WEST 122.24 FEET; THENCE ALONG A CURVE TO THE RIGHT, CONCAVE

TO THE NORTH, HAVING A RADIUS OF 349.00 FEET, A CHORD BEARING OF NORTH 86° 49' 29" WEST, AND AN ARC LENGTH OF 43.32 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 301.00 FEET, A CHORD BEARING OF NORTH 86° 49' 29" WEST, AND AN ARC LENGTH OF 37.36 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89° 37' 10" WEST 54.44 FEET TO THE EAST RIGHT-OF-WAY LINE OF ROBINSON STREET; THENCE NORTH 00° 48' 42" EAST ALONG SAID EAST RIGHT-OF-WAY LINE 2.34 FEET TO THE POINT OF BEGINNING, SAID RIGHT OF WAY PARCEL CONTAINING 1,604 SQUARE FEET (0.037 ACRES) , MORE OR LESS, ALL SITUATED IN VERMILION COUNTY, ILLINOIS

situated in the County of Vermilion, City of Danville, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate 12 months from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

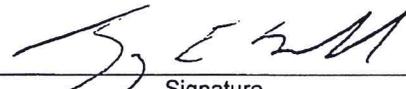
Grantee agrees to take reasonable steps upon the completion of the construction to restore the Grantor's lands, to the extent practicable, to their preconstruction condition. Any fences, roadways, or driveways, damaged severed, or disturbed in any way during Grantee's activities shall be restored to at least the same condition as they existed prior to constructions, all at the expense of Grantee.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 26 day of June, 2020

By:   
Signature

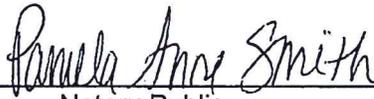
Greg E McHugh  
Print Name

Its: Pres / CEO

State of Illinois )  
                                  ) ss  
County of Vermilion )

This instrument was acknowledged before me on June 26, 2020  
by Pamela Anne Smith

(SEAL)

  
Notary Public

My Commission Expires: 01/24/2021

Owner	DW Systems, Inc.
Route	West Madison Street
County	Vermilion
Parcel Address	211 N. Gilbert
Project Parcel No.	N/A
Property Tax ID No.	23-08-110-054
Project Section No.	N/A
Project	Gilbert & Madison Street Intersection Improvements

### TEMPORARY CONSTRUCTION EASEMENT

DW SYSTEMS, INC., (Grantor), of the County of Vermilion and State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other goods, receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to CARLE HEALTH DEVELOPMENT, LLC, an Illinois Limited Liability Company, (Grantee), a temporary construction easement for the purpose of constructing roadway improvements, on, over, and through the following described real estate:

A TEMPORARY CONSTRUCTION EASEMENT IN A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS, SAID TEMPORARY CONSTRUCTION EASEMENT BEING 15 FEET IN EVEN WIDTH LYING SOUTH AND EAST OF THE FOLLOWING DESCRIBED COURSE:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 OF J.G. ENGLISH ETAL ADDITION AS RECORDED IN THE VERMILION COUNTY RECORDER'S OFFICE; THENCE SOUTH 89° 25' 46" WEST ALONG THE EXISTING SOUTH RIGHT-OF-WAY LINE OF MADISON STREET 188.98 FEET TO THE EXISTING EAST RIGHT-OF-WAY LINE OF GILBERT STREET (F.A.P. 332 U.S. ROUTE 136), THENCE SOUTH 37° 24' 14" WEST ALONG SAID EAST RIGHT-OF-WAY LINE 38.94 FEET; THENCE SOUTH 00° 48' 47" EAST ALONG SAID EAST RIGHT-OF-WAY LINE 15.00 FEET TO THE POINT OF TERMINUS, CONTAINING 3,457 SQUARE FEET (0.079 ACRES), MORE OR LESS, IN VERMILION COUNTY, ILLINOIS.

situated in the County of Vermilion, City of Danville, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."



Owner	G & KK Inc.
Route	West Madison Street
County	Vermilion
Parcel Address	303 N. Gilbert
Project Parcel No.	N/A
Property Tax ID No.	23-08-110-052
Project Section No.	N/A
Project	Gilbert & Madison Street Intersection Improvements

**WARRANTY DEED**

G & KK Inc., a business organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Ten Dollars (\$10.00) and other goods, receipt of which is hereby acknowledged, and pursuant to the authority given by said business, hereby represents that Grantor owns the fee simple title to and grants, conveys and warrants to the CITY OF DANVILLE, an Illinois Municipal Corporation (Grantee), the following described real estate:

A RIGHT-OF-WAY PARCEL IN A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS, SAID RIGHT-OF-WAY PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 8 IN BLOCK 1 OF J.G. ENGLISH ETAL ADDITION AS RECORDED IN THE VERMILION COUNTY RECORDER'S OFFICE; THENCE SOUTH 89° 25' 46" WEST ALONG THE EXISTING NORTH RIGHT-OF-WAY LINE OF MADISON STREET 78.11 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89° 25' 46" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 113.79 FEET TO THE EXISTING EAST RIGHT-OF-WAY LINE OF GILBERT STREET (F.A.P. 332 U.S. ROUTE 136); THENCE NORTH 34° 57' 45" WEST ALONG SAID EAST RIGHT-OF-WAY LINE 12.49 FEET; THENCE NORTH 89° 25' 46" EAST 20.90 FEET; THENCE SOUTH 84° 40' 56" EAST 100.47 FEET TO THE POINT OF BEGINNING, SAID RIGHT-OF-WAY PARCEL CONTAINING 694 SQUARE FEET (0.016 ACRES) , MORE OR LESS, ALL SITUATED IN VERMILION COUNTY, ILLINOIS.

situated in the County of Vermilion, State of Illinois, and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor does Not possess rights of Homestead in the premises.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled,

including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for public roadway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Dated this 8<sup>th</sup> day of June, 2020

G & KK Inc.  
3724 N. Vermilion Street  
Danville, IL 61832

By:   
Signature

Gary W Knight  
Print Name

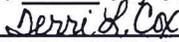
Its: Owner- President

State of Illinois )  
) SS.  
County of Vermilion )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Gary W Knight, in his own right, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Gary W Knight signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 8<sup>th</sup> day of June, 2020.



  
NOTARY PUBLIC

Prepared by: \_\_\_\_\_ City of Danville  
After recording mail this instrument to: ATTN: Engineering Division  
1155 E Voorhees Suite A  
Danville, IL 61832

Owner	G & KK Inc.
Route	West Madison Street
County	Vermilion
Parcel Address	303 N. Gilbert
Project Parcel No.	N/A
Property Tax ID No.	23-08-110-052
Project Section No.	N/A
Project	Gilbert & Madison Street Intersection Improvements

### **TEMPORARY CONSTRUCTION EASEMENT**

G & KK INC., (Grantor), of the County of Vermilion and State of Illinois, for and in consideration of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to CARLE HEALTH DEVELOPMENT, LLC, an Illinois Limited Liability Company, (Grantee), a temporary construction easement for the purpose of constructing roadway improvements, on, over, and through the following described real estate:

A TEMPORARY CONSTRUCTION EASEMENT 15 FEET IN EVEN WIDTH, AND BEING CONTIGUOUS TO THE EXISTING EAST RIGHT-OF-WAY LINE OF GILBERT STREET (F.A.P. 332 U.S. ROUTE 136), CONTAINING 1,909 SQUARE FEET (0.044 ACRES), MORE OR LESS, IN VERMILION COUNTY, ILLINOIS, LYING NORTH OF AND ADJACENT TO THE FOLLOWING DESCRIBED RIGHT-OF-WAY PARCEL:

A RIGHT-OF-WAY PARCEL IN A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS, SAID RIGHT-OF-WAY PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 8 IN BLOCK 1 OF J.G. ENGLISH ETAL ADDITION AS RECORDED IN THE VERMILION COUNTY RECORDER'S OFFICE; THENCE SOUTH 89° 25' 46" WEST ALONG THE EXISTING NORTH RIGHT-OF-WAY LINE OF MADISON STREET 78.11 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89° 25' 46" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 113.79 FEET TO THE EXISTING EAST RIGHT-OF-WAY LINE OF GILBERT STREET (F.A.P. 332 U.S. ROUTE 136); THENCE NORTH 34° 57' 45" WEST ALONG SAID EAST RIGHT-OF-WAY LINE 12.49 FEET; THENCE NORTH 89° 25' 46" EAST 20.90 FEET; THENCE SOUTH 84° 40' 56" EAST 100.47 FEET TO THE POINT OF BEGINNING, SAID RIGHT-OF-WAY PARCEL CONTAINING 694 SQUARE FEET (0.016 ACRES) , MORE OR LESS, ALL SITUATED IN VERMILION COUNTY, ILLINOIS



Owner	Poch Properties, LLC
Route	West Madison Street
County	Vermilion
Parcel Address	306 N. Gilbert
Project Parcel No.	N/A
Property Tax ID No.	23-08-103-024
Project Section No.	N/A
Project	Gilbert & Madison Street Intersection Improvements

**WARRANTY DEED**

POCH PROPERTIES, LLC, a business organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Ten Dollars (\$10.00) and other goods, receipt of which is hereby acknowledged, and pursuant to the authority given by said business, hereby represents that Grantor owns the fee simple title to and grants, conveys and warrants to the CITY OF DANVILLE, an Illinois Municipal Corporation (Grantee), the following described real estate:

A RIGHT-OF-WAY PARCEL IN A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS, SAID RIGHT-OF-WAY PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 14 OF A.A. MCDONALD'S 1<sup>ST</sup> ADDITION AS RECORDED IN DEED RECORD 7, PAGE 40 IN THE VERMILION COUNTY RECORDER'S OFFICE; THENCE NORTH 89° 53' 50" EAST ALONG THE EXISTING NORTH RIGHT-OF-WAY LINE OF MADISON STREET 251.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 52° 47' 35" EAST 26.57 FEET; THENCE NORTH 31° 29' 47" EAST 15.96 FEET TO A POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF GILBERT STREET (F.A.P. 332 U.S. ROUTE 136); THENCE SOUTH 00° 14' 16" EAST ALONG SAID WEST RIGHT-OF-WAY LINE 7.55 FEET; THENCE SOUTH 28° 04' 09" WEST ALONG SAID WEST RIGHT-OF-WAY LINE 25.03 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MADISON STREET; THENCE SOUTH 89° 53' 50" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 17.75 FEET TO THE POINT OF BEGINNING, SAID RIGHT OF WAY PARCEL CONTAINING 231 SQUARE FEET (0.005 ACRES), MORE OR LESS, ALL SITUATED IN VERMILION COUNTY, ILLINOIS

situated in the County of Vermilion, State of Illinois, and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor does Not possess rights of Homestead in the premises.



Owner	Poch Properties, LLC
Route	West Madison Street
County	Vermilion
Parcel Address	306 N. Gilbert
Project Parcel No.	N/A
Property Tax ID No.	23-08-103-024
Project Section No.	N/A
Project	Gilbert & Madison Street Intersection Improvements

### TEMPORARY CONSTRUCTION EASEMENT

POCH PROPERTIES, LLC, (Grantor), of the County of Vermilion and State of Illinois, for and in consideration of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to CARLE HEALTH DEVELOPMENT, LLC, an Illinois Limited Liability Company, (Grantee), a temporary construction easement for the purpose of constructing roadway improvements, on, over, and through the following described real estate:

A TEMPORARY CONSTRUCTION EASEMENT 15 FEET IN EVEN WIDTH BEING CONTIGUOUS TO THE EXISTING WEST RIGHT-OF-WAY LINE OF GILBERT STREET (F.A.P. 332 U.S. ROUTE 136), AND THE EXISTING NORTH RIGHT-OF-WAY LINE OF MADISON STREET, AND NORTH AND WEST OF AND ADJACENT TO THE DESCRIBED RIGHT-OF-WAY PARCEL:

A RIGHT-OF-WAY PARCEL IN A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS, SAID RIGHT-OF-WAY PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 14 OF A.A. MCDONALD'S 1ST ADDITION AS RECORDED IN DEED RECORD 7, PAGE 40 IN THE VERMILION COUNTY RECORDER'S OFFICE; THENCE NORTH 89° 53' 50" EAST ALONG THE EXISTING NORTH RIGHT-OF-WAY LINE OF MADISON STREET 251.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 52° 47' 35" EAST 26.57 FEET; THENCE NORTH 31° 29' 47" EAST 15.96 FEET TO A POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF GILBERT STREET (F.A.P. 332 U.S. ROUTE 136); THENCE SOUTH 00° 14' 16" EAST ALONG SAID WEST RIGHT-OF-WAY LINE 7.55 FEET; THENCE SOUTH 28° 04' 09" WEST ALONG SAID WEST RIGHT-OF-WAY LINE

25.03 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MADISON STREET;  
THENCE SOUTH 89° 53' 50" WEST ALONG SAID NORTH RIGHT-OF-WAY  
LINE 17.75 FEET TO THE POINT OF BEGINNING, SAID RIGHT OF WAY  
PARCEL CONTAINING 231 SQUARE FEET (0.005 ACRES) , MORE OR LESS,  
ALL SITUATED IN VERMILION COUNTY, ILLINOIS.

FOR SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 926 SQUARE  
FEET (0.021 ACRES), MORE OR LESS, IN VERMILION COUNTY, ILLINOIS.

situated in the County of Vermilion, City of Danville, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate 12 months from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

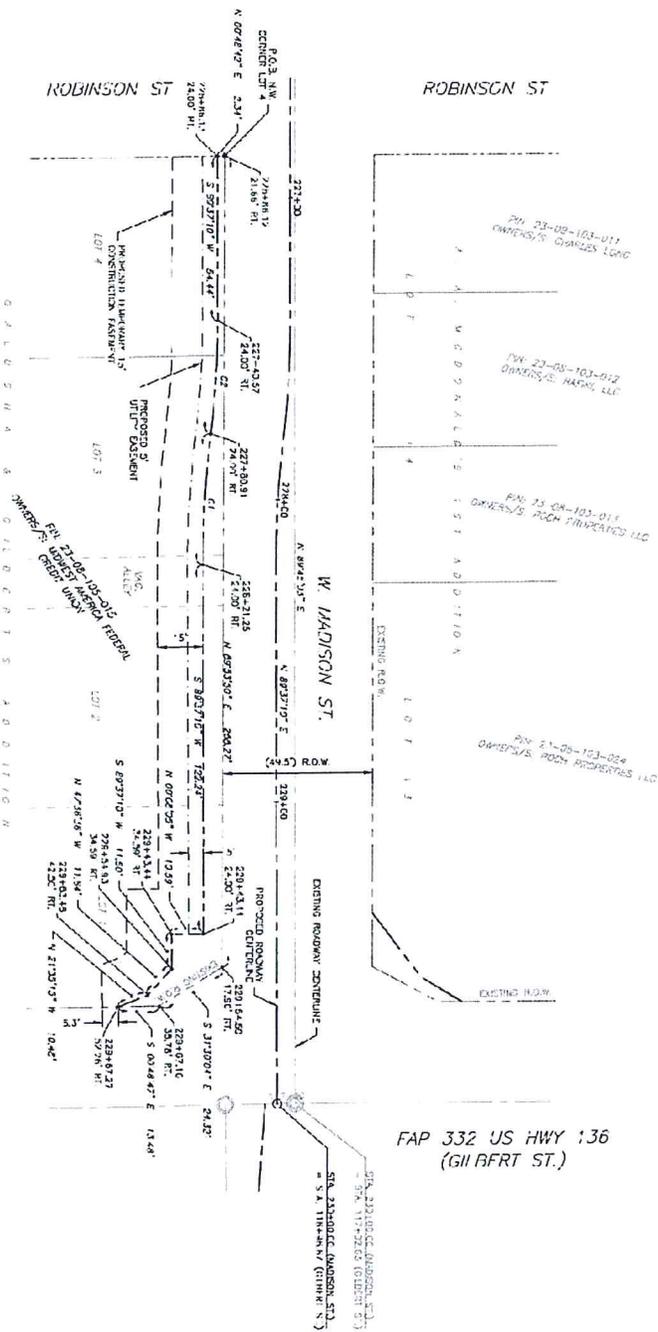
Grantee agrees to take reasonable steps upon the completion of the construction to restore the Grantor's lands, to the extent practicable, to their preconstruction condition. Any fences, roadways, or driveways, damaged severed, or disturbed in any way during Grantee's activities shall be restored to at least the same condition as they existed prior to constructions, all at the expense of Grantee.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.



PARCEL 1 - ROW ACQUISITION  
 OWNER/S: MIDWEST AMERICA FEDERAL CREDIT UNION  
 PIN: 23-08-105-015  
 ROW AREA REQUIRED = 1,604 S.F. (0.037 ACRE ±)  
 TEMPORARY CONSTRUCTION EASEMENT AREA = 4,420 S.F. (0.101 ACRE ±)



FAP 332 US HWY 136  
 (GIL BFERT ST.)



- LEGEND
- BRASS BORN ROUND
  - HI - CORNER
  - EXISTING ROADWAY CENTERLINE
  - APPROX. ROADWAY CENTERLINE
  - EXISTING ROW, LINE
  - PROPOSED 15' ROW, LINE
  - PROPOSED TEMPORARY CONSTRUCTION EASEMENT
  - PROPOSED 5' EASEMENT FOR UTILITY INSTALLATION, 1.289' ST.

NUMBER	ARC LENGTH	BEARING	CHORD DIRECTION	CHORD LENGTH
01	43.32'	S 89.232° W	S 89.232° W	43.23'
02	37.35'	N 85.972° W	N 85.972° W	37.35'

STATE OF ILLINOIS  
 COUNTY OF VERMILION  
 I, CHAD A. STEPHENSON, LICENSED PROFESSIONAL LAND SURVEYOR NUMBER 123456789, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE PERSONALLY CONDUCTED THE SURVEY AND HAVE BEEN ASSISTED BY THE FOLLOWING ASSISTANTS: [Name], [Name], [Name]. I HAVE BEEN PROVIDED WITH ALL NECESSARY RECORDS AND DATA FOR THIS SURVEY. I HAVE REVIEWED THE RECORDS AND DATA AND HAVE FOUND THEM TO BE CORRECT AND COMPLETE. I HAVE THEREFORE PREPARED THIS SURVEY PLAT IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND LAND SURVEYING. I HAVE ALSO REVIEWED THE RECORDS AND DATA AND HAVE FOUND THEM TO BE CORRECT AND COMPLETE. I HAVE THEREFORE PREPARED THIS SURVEY PLAT IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND LAND SURVEYING. I HAVE ALSO REVIEWED THE RECORDS AND DATA AND HAVE FOUND THEM TO BE CORRECT AND COMPLETE. I HAVE THEREFORE PREPARED THIS SURVEY PLAT IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND LAND SURVEYING.

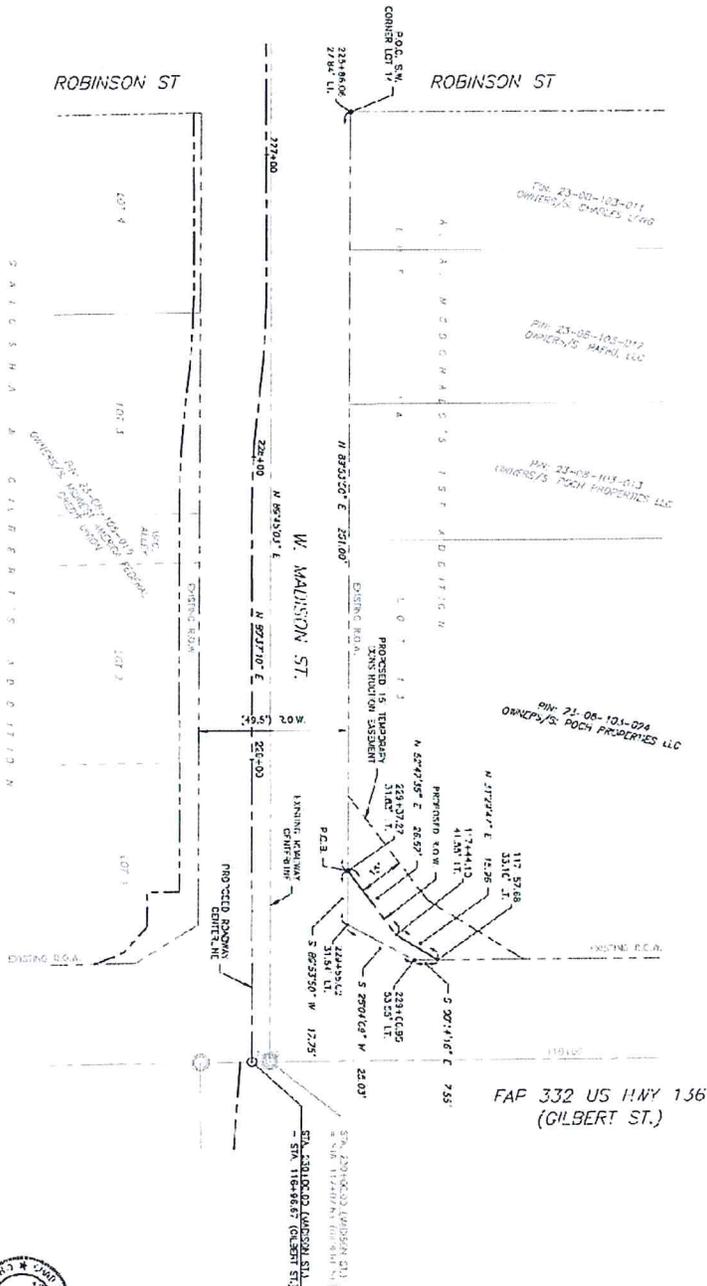


CHAD A. STEPHENSON  
 LICENSE NO. 123456789  
 DATE: 7/1/20

RIGHT-OF-WAY PLAT

**FEHR GRAHAM**  
 ENGINEERING & ENVIRONMENTAL  
 1500 N. WISCONSIN ST., SUITE 100, MILWAUKEE, WI 53233  
 TEL: 414.224.1100  
 FAX: 414.224.1101  
 WWW.FEHRGRAHAM.COM

PARCEL 2 - ROW ACQUISITION  
 OWNER/S: POCH PROPERTIES LLC.  
 PIN: 23-08-104-024  
 ROW AREA REQUIRED = 231 S.F. (0.005 ACRL ±)  
 TEMPORARY CONSTRUCTION EASEMENT AREA = 926 S.F. (0.021 ACRF ±)



**EQUAL DESCRIPTION**

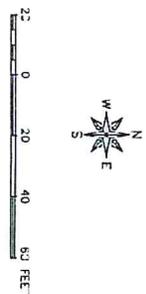
A RIGHT-OF-WAY PARCEL IN A 1/4-1/4-1/4-1/4 LAND CHAIN BEING PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, CITY OF JAMES T. VERMILION COUNTY, ILLINOIS, SAID RIGHT-OF-WAY HEREIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE SOUTHWEST CORNER OF LOT 14 OF SAID TOWNSHIP AS SHOWN ON RECORDED 7, SAID TO BE A 1/4-1/4-1/4-1/4 LAND CHAIN BEING PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, CITY OF JAMES T. VERMILION COUNTY, ILLINOIS, SAID RIGHT-OF-WAY HEREIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 14, THENCE NORTH 89° 53' 50" EAST ALONG THE EXISTING WEST RIGHT-OF-WAY AND 47' EAST TO A POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF GILBERT STREET (FAP 332 US HWY 136) THE POINT BEING 47' EAST ALONG SAID WEST RIGHT-OF-WAY LINE 755 FEET, THENCE SOUTH 28° 04' 00" WEST ALONG SAID WEST RIGHT-OF-WAY LINE 1725 FEET TO THE POINT OF COMMENCEMENT, SAID RIGHT-OF-WAY BEING 30 FEET WIDE (30 X 900 ACRES), MORE OR LESS, ALL SITUATED IN VERMILION COUNTY, ILLINOIS.  
 AND ALSO:  
 A TEMPORARY CONSTRUCTION EASEMENT 15 FEET IN WIDTH, NORTH AND WEST OF AND ADJACENT TO THE PROPOSED 30 FEET RIGHT-OF-WAY PARCEL, AND BEING CONTIGUOUS TO THE EXISTING WEST RIGHT-OF-WAY LINE OF GILBERT STREET (FAP 332 US HWY 136) AND THE EXISTING NORTH RIGHT-OF-WAY LINE OF MADISON STREET, COMPRISING 926 SQUARE FEET (0.021 ACRES), MORE OR LESS, IN VERMILION COUNTY, ILLINOIS.

**FEHR GRAHAM**  
 ENGINEERING & ENVIRONMENTAL  
 1114 N. UNIVERSITY  
 IOWA  
 WISCONSIN  
 © 2020 FEHR GRAHAM

**RIGHT-OF-WAY PLAT**

*[Signature]*  
 CINDY M. GUSTAFSON  
 LAND SURVEYOR  
 LICENSED SURVEYOR NO. 2202  
 DATE: 7/7/20

SCALE: AS SHOWN  
 COUNTY OF VERMILION } S.E. SURVEYOR STATEMENT  
 I, CINDY M. GUSTAFSON, LAND SURVEYOR, HAVE REVIEWED THE SURVEY AND THE RECORDS OF THE COUNTY OF VERMILION, ILLINOIS, AND THE RECORDS OF THE COUNTY OF JAMES T. VERMILION, ILLINOIS, AND I CERTIFY THAT THE SURVEY IS CORRECT AND ACCURATE AND THAT THE PLAT IS A CORRECT REPRESENTATION OF SAID FIELD SURVEY.  
 WITNESSED MY HAND AND SEAL OF OFFICE ON THIS DAY OF MARCH, 2020

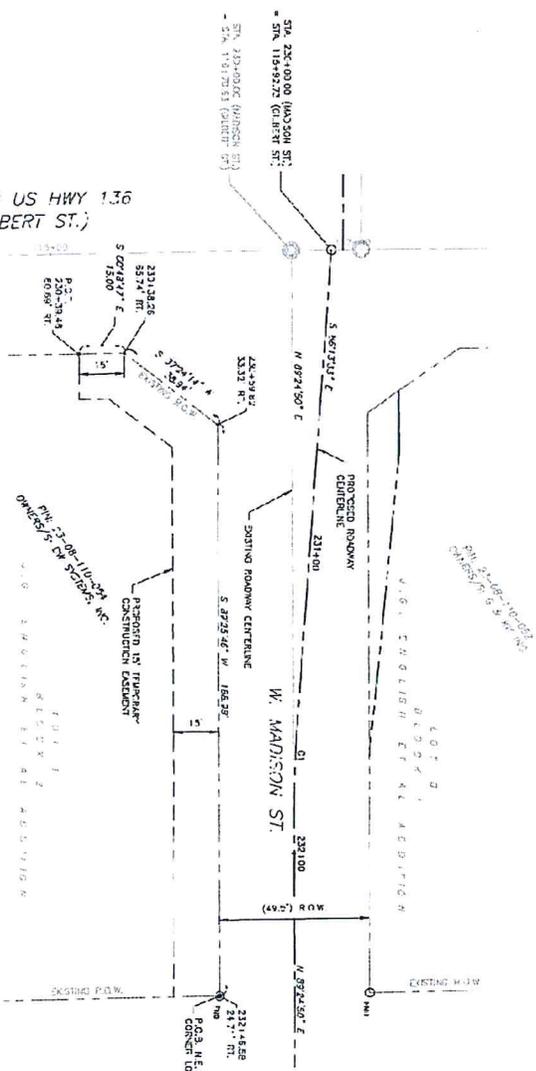


**LEGEND**

- BRASS DISK FOUND
- IRON FOUND
- EXISTING ROADWAY CENTERLINE
- PROPOSED ROADWAY CENTERLINE
- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT

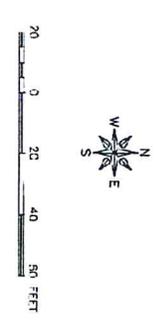


PARCEL 4 - TEMPORARY CONSTRUCTION EASEMENT  
 OWNER/S: DW SYSTEMS, INC.  
 PIN: 23-08-110-054  
 TEMPORARY CONSTRUCTION EASEMENT AREA = 3,157 S.F. (0.079 ACRE ±)



**LEGAL DESCRIPTION**

A TEMPORARY CONSTRUCTION EASEMENT IN A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, CITY OF DAVENP...  
 BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 OF LC PLYMOUTH ADDITION AS RECORDED IN THE VERMILION COUNTY RECORDS...  
 OF TERMS CONTAINING 3,157 SQUARE FEET (0.079 ACRES), MORE OR LESS, IN VERMILION COUNTY, ILLINOIS.



**LEGEND**

- BRASS DISK PLYMON
- IRON BOUNDS
- EXISTING ROADWAY CENTERLINE
- PROPOSED ROADWAY CENTERLINE
- EXISTING ROW LINE
- PROPOSED ROW LINE
- PROPOSED TRENCH CONSTRUCTION EASEMENT

CURVE #	R	I	T	Δ	CHANG	BEARINGS	E	PT. S/A	N/S/A	P/S/A
C1	300.00	16.64	12.32	06°47'13"	120.63	506°24'22"E	0.23	2311+59.17	2311+72.50	2311+83.81

**STATE OF ILLINOIS**

John M. O'Brien, Illinois Agricultural Land Surveyor, Number 3915, DO hereby state that at the request of DW SYSTEMS, INC. I have conducted a survey of the above described land and that this survey was conducted in accordance with the standards of the Surveying Board of the State of Illinois. I further state that the data shown and attached plat were used in the preparation of said plat and that the plat is a correct representation of said field survey.  
 SIGNED AND SEALED THIS 20th DAY OF MARCH, 2020



*John M. O'Brien*  
 JOHN M. O'BRIEN  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3915  
 DAVENP...  
 DATE: 7/17/20

**TEMPORARY EASEMENT PLAT**

**FEHR GRAHAM**  
 ENGINEERING & ENVIRONMENTAL  
 ILLINOIS  
 IOWA  
 WISCONSIN

9-F

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

**AN ORDINANCE ACCEPTING REAL PROPERTY  
(513 W. Madison, Danville, Illinois)**

WHEREAS, the City has the authority to promote health, safety and welfare, including to prevent the spread of blight and deterioration of the Municipality; and,

WHEREAS, Thomas L. Woods Sr., as Independent Administrator of the Estate of Anna P. Woods, desires to transfer the real property located at 513 W. Madison, Danville, Illinois to the City, the Deed for such real property being attached hereto and incorporated by reference herein; and,

WHEREAS, the City desires to accept the transfer of such real property described in said Deed.

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

SECTION 1: The City Council hereby accepts the transfer of real property described in the Deed attached hereto.

SECTION 2: The Mayor or his designee and the City Clerk are hereby authorized to execute and attest, respectively, any documents necessary to accept the transfer of real property on behalf of the City.

SECTION 3: This ordinance shall take effect immediately upon its passage and approval.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ ayes, \_\_\_\_\_ nays and \_\_\_\_\_ absent.

APPROVED:

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

ATTEST:

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

ADMINISTRATOR'S DEED

THE GRANTOR: Thomas L. Woods., as Independent Administrator of the Estate of Anna P. Woods, pursuant to Letters of Office issued on July 17, 2019 by the Circuit Court of the Fifth Judicial Circuit in Case Number 2019-P-127 entitled in The Matter of the Estate of Anna P. Woods,

for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged,

CONVEYS AND QUIT CLAIMS TO: City of Danville, a Municipal Corporation,

the following described real estate:

Lot 7 in A.A. McDonald's Second Addition to Danville, as shown by the Survey and Plat thereof recorded in Deed Record 23 page 474 in the Recorder's Office of Vermilion County, Illinois situated in Vermilion County Illinois.

PIN: 23-08-102-015; Tract No. DWL0866  
(Commonly known as 513 W. Madison, Danville, Illinois 61832).

situated in the County of Vermilion, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of said State.

SUBJECT TO: Current taxes; easements of record; any other rights, covenants or restrictions of record.

EXEMPT under Section 31-45 (B) of the Property Tax Code.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_ (SEAL)  
Thomas L. Woods Sr.

STATE OF ILLINOIS        )  
  )   SS  
COUNTY OF VERMILION )

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that:

Thomas L. Woods Sr.

personally known to me to be the same person or persons whose name or names is, or are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, she or they signed, sealed and delivered said instrument as his, her or their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

Prepared By: Charles D. Mockbee IV  
Member of the Vermilion County Bar Association

Return To: Grantee, City of Danville c/o Charles D. Mockbee IV, City Attorney, 17 West Main Street, Danville, IL 61832

9-3

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

AN ORDINANCE AMENDING CHAPTER 77, SCHEDULE XV(A)  
INTERSECTIONS AT WHICH "STOP" OR "YIELD" SIGNS AFFECT CONTROL  
AND DIRECTION OF CONTROL

WHEREAS, various circumstances regarding the operation of motor vehicles on municipal right-of-way under the jurisdiction of the City of Danville have been brought to the attention and reviewed by the City of Danville; and,

WHEREAS, the results of this review warrant revisions to Chapter 77, Schedule XV(A).

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

Section 1: Chapter 77, Schedule XV(A), of the Code of Ordinances of the City of Danville, Illinois, enumerating various intersections at which STOP or YIELD signs affect control and the direction of control is amended as follows:

<u>Intersection</u>	<u>Intersection Control</u>	<u>Controlled Street</u>
Country Club Dr. & Denvale Dr.	STOP	Country Club Dr.
Madison & Porter	STOP <del>YIELD</del>	Madison
Madison & Alexander	STOP <del>YIELD</del>	Madison
Madison & Beard	STOP <del>YIELD</del>	Beard
Madison & Harvey	STOP <del>YIELD</del>	Harvey

Section 2: This Ordinance shall rescind and supersede any prior ordinances regarding traffic control at the locations enumerated above.

Section 3. This Ordinance shall take effect upon its passage and publication in pamphlet form.

PASSED this 21st day of July 2020 by \_\_\_ Ayes, \_\_\_ Nays, \_\_\_ Absent.

APPROVED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

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

AN ORDINANCE APPROVING THE PURCHASE OF REAL PROPERTY FOR THE  
WILLIAMS STREET RE-ALIGNMENT PROJECT

WHEREAS, the City of Danville has determined that it is necessary and appropriate to improve and realign the intersection at Williams and Harmon Streets; and

WHEREAS, the proposed improvements will require the acquisition of land and demolition of structures at 513 Harmon Street; and

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

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

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

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

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

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

Section 3. That the requirements of Section 30.07(A) of the Code of Ordinances are hereby waived, and the purchase of the real property at 513 Harmon Street is hereby approved.

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

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

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

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

PASSED this 21st day of July, 2020 by \_\_\_ Ayes, \_\_\_ Nays, \_\_\_ Absent

APPROVED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

## REAL ESTATE CONTRACT

**THIS CONTRACT**, made this \_\_\_\_ day of \_\_\_\_\_, 2020, between Theresa A. Winters formerly known as Theresa A. Griham (hereinafter referred to as "Seller"), and the City of Danville (hereinafter referred to as "Buyer"):

### Recitals

That Seller hereby agrees to sell and Buyer hereby agrees to purchase the real estate situated in Vermilion County, Illinois, described as follows, to-wit:

The South 49.5 feet of Lot 9 in Block 3 of John C. Short's Addition to the City of Danville, Township of Danville, situated in Vermilion County, Illinois.

Permanent Tax Numbers: 23-05-306-024

and commonly known as 513 Harmon Street, Danville, Illinois, together with all easements and rights appurtenant thereto, upon the following terms:

1. **TOTAL PURCHASE PRICE.** The total purchase price for said real estate is the sum of Seven Thousand Five Hundred Dollars and no/100 (\$7,500) and Buyer agrees to pay the balance to Seller at Closing.
2. **OTHER COMPENSATION.** No other compensation is being offered with this purchase.
3. **TAXES.** Seller agrees to pay the regular taxes assessed for the years 2019 and 2020 prorated through the date of Closing and all prior taxes against said property and any and all special assessments for improvements which have been installed at the date of this Contract; and Buyer agrees to assume all subsequent taxes and assessments against said premises. Said taxes shall be adjusted on the basis of the best information available at time of Closing.
4. **CLOSING AND POSSESSION.** Closing of this sale and transfer shall take place on or before July 30, 2020. Seller agrees to give Buyer possession of said premises on July 30, 2020. Buyer will pay Closing costs and fees and will be responsible for any property transfer taxes as applicable.
5. **DEED.** Provided this Contract is approved by a duly passed Ordinance of the City of Danville, and upon payment of all sums owing by Buyer to Seller by virtue of this Contract, Seller shall execute and deliver to Buyer, or his nominee, a recordable Warranty Deed which shall be deemed to be subject liens and encumbrances suffered or permitted by the buyer; taxes and assessments payable by Buyer; and applicable zoning regulations and easements of record for public utilities and established roads and highways.

6. **ESCROW.** If either party to this Contract shall request Closing in escrow and designate a suitable escrow agent, and shall deposit in such escrow his conveyance and title evidence or the unpaid balance of the purchase price, as the case might be, the other party shall deposit in said escrow the items appropriate to be so deposited by him, and each party hereto shall bear half of the escrow expense. Any bank, savings and loan association, or abstract company located in Vermilion County, Illinois shall be considered a suitable escrow agent.

7. **CONDITION TO CLOSING.** The parties agree that performance under this Contract is conditioned upon a duly passed Ordinance of the City of Danville approving the purchase as provided herein.

8. **REAL ESTATE BROKER.** Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction and there will be no brokerage commission due at closing.

9. **REMOVAL OF DEBRIS AND PERSONAL PROPERTY.** Seller agrees to remove from the premises by the date of possession and at their expense all personal property.

10. **ENCUMBRANCES.** Seller warrants that no contract for the furnishing of any labor or material to the land or the improvements thereon and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the land or any improvements thereon as fixtures will, at the time of Closing, be outstanding and not fully performed and satisfied, and further warrants that there are not and will not be at the time of Closing any unrecorded leases or contracts relating to the property.

11. **INSURANCE.** Seller agrees to carry existing insurance until recording of deed. In the event of loss during such period, insurance proceeds to be payable to Seller and Buyer as their interests appear.

12. **TITLE EVIDENCE.** Seller agrees to deliver to Buyer an Owners Policy of Title Insurance in the amount of the purchase price subject only to (a) the lien of current general property taxes, (b) liens, encumbrances and defects caused, incurred or permitted by Buyer, (c) the usual items not covered by owners title insurance policies including possessory rights, prescriptive easements, questions or survey, zoning ordinances, mechanics' liens not of record, special assessments not confirmed by a Court of record, and restrictive covenants contained in the Survey and Plat of the Subdivision, if any, and (d) recorded easements for public utilities.

13. **DEFAULT/REMEDIES.** If the Seller or the Buyer fails in any respect to perform this agreement, time being of the essence hereof, then:

(a) The non-defaulting party shall serve written notice of default upon the defaulting party and if such default is not corrected within ten days thereafter, the parties shall pursue their remedies as stated in 13b and 13c below.

(b) IF SELLER DEFAULTS, Buyer may either (i) recover such damages for breach of contract as provided by law, which shall include, but not be limited to, reasonable costs and attorney's fees incurred by him, or (ii) in the alternative may proceed in law or equity to enforce the contract, and

(c) IF BUYER DEFAULTS, Seller may recover damages for breach of contract as provided by law, which shall include but not be limited to, costs and reasonable attorneys' fees incurred by him and any broker's fees due from him, or (iii) declare the full balance owed due and payable and proceed by suit at law or in equity to enforce the contract, plus damages, including costs and reasonable attorneys' fees incurred by him in such proceeding.

14. **BINDING EFFECT.** It is mutually agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, devisees, executors, administrators, personal representatives and assigns of the respective parties hereto.

15. **TIME IS OF THE ESSENCE.** The time of performance of the obligations of the parties is of the essence of this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

**SELLER:**

Theresa A. Winters f/k/a Theresa A. Griham

By: Theresa Winters  
Theresa A. Winters f/k/a Theresa A. Griham

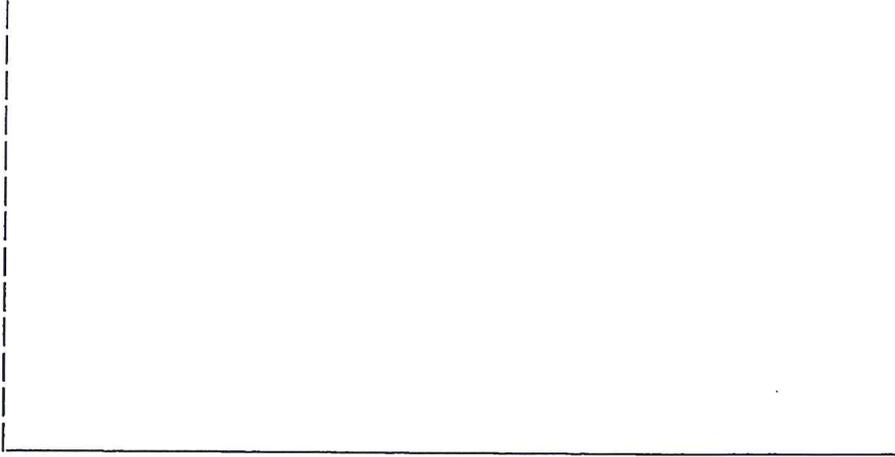
**BUYER:**

**City of Danville**

By: \_\_\_\_\_  
**Its Mayor**

Attest: \_\_\_\_\_  
**City Clerk**

WARRANTY DEED



THE GRANTOR: Theresa A. Winters formerly known as Theresa A. Griham, for and in consideration of \$10.00 and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged,

CONVEYS AND WARRANTS TO: City of Danville, A Municipal Corporation.

the following described real estate:

The South 49.5 feet of Lot 9 in Block 3 of John C. Short's Addition to the City of Danville, Township of Danville, situated in Vermillion County, Illinois.

Commonly Known as 513 Harmon Street, Danville, Illinois, 61832.

SUBJECT TO: Easements of record; any other rights, covenants or restrictions of record.

EXEMPT under Section 31-45 (B) of the Property Tax Code.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Theresa A. Winters f/k/a Theresa A. Griham

STATUS OF ILLINOIS     )  
  )   SS  
COUNTY OF VERMILION )

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that:

Theresa A. Winters f/k/a Theresa A. Griham,

personally known to me to be the same person or persons whose name or names is, or are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, she or they signed, sealed and delivered said instrument as his, her or their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

Prepared By: Charles D. Mockbee IV  
Member of the Vermilion County Bar Association

Return To: City of Danville, ATTN: Legal Dept., 17 W. Main, Danville, IL 61832

9-I

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

**AN ORDINANCE APPROVING REAL ESTATE OPTION AGREEMENT FOR THE SALE OF CERTAIN REAL PROPERTY AND**

WHEREAS, the City and First Farmers Bank and Trust desire to enter into an agreement with the option to buy the property of 821 N Vermilion for one-dollar (\$1.00); and,

WHEREAS, the City desires to utilize Brownfields grant funding to conduct ESA Phase I & II testing before purchasing the property; and,

WHEREAS, the City plans to enroll the site into an EPA Site Cleanup grant, if the option to buy is executed; and,

WHEREAS, the City in order to effectuate the option agreement, the requirements of Section 30.07 (A) of the Code of Ordinances are to be waived; and,

WHEREAS, the City Council finds and determines that the best interests of the City and its residents will be served by the purchase, remediation, sale, and redevelopment of the real property.

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

Section 1: The foregoing recital are incorporated herein as the finds of the City Council.

Section 2: The requirements of Section 30.07 (A) of the Code of Ordinances are hereby waived, and the Option Agreement attached hereto and incorporated by reference herein is hereby approved by the City Council.

Section 3: The Mayor is hereby authorized and directed to sign and the City Clerk is hereby authorized and directed to attest the option agreement and perform all other acts necessary, to complete the transaction herein authorized provided all the conditions of the option agreement have been met.

Section 4: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 21<sup>st</sup> day of July, 2020 by \_\_\_ Ayes, \_\_\_ Nays, and \_\_\_ Absent.

APPROVED:

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

ATTEST:

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

## AGREEMENT FOR OPTION TO PURCHASE REAL ESTATE

**THIS AGREEMENT FOR OPTION TO PURCHASE REAL ESTATE** (the "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Danville ("Danville") and First Farmers Bank & Trust ("Seller").

### WITNESSETH, THAT

**WHEREAS**, The City of Danville desires to obtain from Seller, and Seller desires to grant to The City of Danville an option to purchase certain real estate owned by Seller and located in Danville, Illinois, in accordance with the terms of this Option Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by both parties hereto, the parties agree as follows:

1. **OPTION**. Seller hereby grants and conveys to Danville, its successors and assigns, an exclusive and irrevocable option ("Option") to purchase, in accordance with the terms and conditions herein contained, the real property at 821 North Vermilion Street as more particularly described in Exhibit "A", together with and including improvements thereon and all rights, privileges, interests and appurtenances thereunto belonging (the "Real Estate"). Said Option shall commence on the date this Agreement is executed and shall extend until the termination or cancelation as provided for herein (the "Option Period").

2. **EXERCISE OF OPTION**. Upon the exercise of the Option, this Agreement thereupon shall constitute a binding contract of sale between Danville and Seller.

3. **PURCHASE PRICE**. Should Danville exercise the Option, the purchase price shall be One and 00/100 Dollar (\$1.00) ("Purchase Price"), which sum shall be payable at closing.

4. **TERM**. The term of this Option shall commence on the execution hereof and terminate ten (10) days after completion of Phase I and Phase II inspections and confirmation of grant funding to Danville. Danville agrees to timely apply for grant funding as time is of the essence. Prior to expiration or exercise of this Option, the parties may mutually agree in writing to terminate this Option.

5. **DANVILLE DUE DILIGENCE**. During the term of the Option, Danville shall have the right to access the Real Estate for purposes of obtaining an environmental study, survey, soil borings, engineering studies, and any other investigation Danville may deem necessary or desirable for evaluation of the Real Estate.

6. **CLOSING**. Upon the exercise of the Option by Danville, subject to all other terms and conditions of this Option Agreement, this transaction shall be closed on or before thirty (30) days after the completion of Phase I and Phase II inspections, at such date, time, and

location as shall be agreed upon by the parties. If Danville exercises the Option to purchase the Real Estate, Danville shall pay all costs associated with the transfer, including, but not limited to, recording costs ("Closing Costs"). At the Closing, Danville shall deliver to Seller a check for the amount of the Purchase Price, and Seller shall deliver to Danville, or to Danville's nominee, a fully executed Warranty Deed conveying to Danville good and marketable fee simple title to the Real Estate, free and clear of all liens and encumbrances except for:

i. Liens for ad valorem real property taxes due and payable in the calendar year of Closing and thereafter;

ii. Governmental laws, rules and regulations affecting the Real Estate;  
and

iii. Easements and other restrictions of record which do not have a material adverse effect on Danville's intended use of the Real Estate.

7. **TAXES.** Should Danville exercise the Option, Seller shall pay all real estate taxes and assessments due and payable in the year of closing and all prior assessments of real estate taxes on the Real Estate. Seller shall also be responsible for a proportionate share of the real estate taxes which are assessed in the year of closing and due and payable in the year following closing, based upon the number of days between January 1 of the year of closing and the day of closing. Danville shall be responsible for the balance of the real estate taxes assessed in the year of closing and due and payable in the year following closing and thereafter. For tax proration purposes, the parties shall use the present tax rate if the applicable tax rate and assessed value have not been set.

8. **RISK OF LOSS, CONDEMNATION AND INSURANCE.** Until closing and possession of the Real Estate is delivered to Danville, the risks of ownership and loss of the Real Estate shall be borne solely by Seller. If prior to the closing and delivery of possession to Danville any casualty of the Real Estate occurs by fire or other cause whatsoever, or the Real Estate is taken, in whole or in part, by condemnation, or other exercise of the power of eminent domain, or any notice thereof is given, Seller shall promptly notify Danville, who shall have ten (10) days after receipt of Seller's notice to cancel this Option Agreement, or in the alternative, proceed to closing, but with full right, power and authority to thereafter direct the course of the adjustment of the loss and/or the condemnation proceeding and receive the entire proceeds of the insurance and/or the condemnation award.

9. **SURVIVAL.** This Agreement shall be and shall inure to the benefit of the parties hereto and their respective successors and assigns except as otherwise provided herein. All provisions of this Agreement shall survive the Closing and the Delivery of the Deed.

10. **NOTICES.** Any notice required or permitted to be given under this Option Agreement shall be sufficient if in writing, and if sent by registered or certified mail, postage prepaid, as follows:

If to Danville: Logan Cronk  
Grants and Planning Manager  
City of Danville  
1155 East Voorhees Street, Suite A  
Danville, IL 61832

With a copy to: Charles Mockbee IV  
Corporation Counsel  
City of Danville  
17 West Main Street  
Danville, IL 61832

or such other address as Danville shall designate in writing to Seller.

If to Seller: David L. Eikenberry  
EVP / Chief Operation Officer  
First Farmers Bank & Trust  
101 West Sycamore Street  
Kokomo, IN 46901

With a copy to: Marcus L. Misinec  
General Counsel  
First Farmers Bank & Trust  
101 West Sycamore Street  
Kokomo, IN 46901

or such other address as Seller shall designate in writing to Danville.

**12. MISCELLANEOUS.** This Agreement shall be governed by the laws of the State of Illinois, not including the choice of law rules thereof. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be enforced to the fullest extent permissible and the remaining portion of this Agreement shall remain in full force and effect. In the event that ambiguity exists or is deemed to exist in any provision of this Agreement, said ambiguity is not to be construed by reference to any doctrine calling for such ambiguity to be construed against the drafter of this Agreement. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All headings set forth herein are included for the convenience of reference only and shall not affect the interpretation hereof, nor shall any weight or value be given to the relative position of any part or provision hereof in relation to any other provision in determining such construction. The recitals set forth in the above preamble are incorporated herein by this reference and made a part of this Agreement. As used in this Agreement, the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words and pronouns of any gender shall include any other gender. This instrument is the final

agreement, contains the entire, complete and exclusive agreement between the parties concerning the option to purchase the Real Estate, and supersedes all prior oral or written understandings, agreements of contracts, formal or informal, between the parties. THIS AGREEMENT MAY NOT BE MODIFIED, CHANGED OR AMENDED VERBALLY, BUT MAY ONLY BE MODIFIED, CHANGED OR AMENDED BY A WRITTEN AGREEMENT EXECUTED BY ALL PARTIES HERETO.

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

**CITY OF DANVILLE**  
**"Danville"**

By: \_\_\_\_\_  
Printed: Rickey Williams Jr.  
Title: Mayor

**CITY OF DANVILLE**  
**"Attest"**

By: \_\_\_\_\_  
Printed: Lisa Monson  
Title: City Clerk

**FIRST FARMERS BANK & TRUST**  
**"Seller"**

By: \_\_\_\_\_  
Printed: Mark A. Holt  
Title: President

EXHIBIT A

Legal Description

Part of Lots 2, 3 and 6 in Block 2 in Amos S. Williams' Addition to Danville, described as follows: Commencing at the Northeast corner of Lot 2; thence South along the East line of said Lot, a distance of 6.18 feet to an Iron Rod situated on the South right-of-way line of East Fairchild Street as described in Document No. 83-8473, dated December 15, 1983 for a place of beginning; thence South 179 degrees 41 minutes 46 seconds, along the East lines of said Lots, a distance of 113.84 feet to a point being 1 foot South of the Northeast corner of said Lot 6; thence West 271 degrees 10 minutes 55 seconds, a distance of 149.11 feet to a point on the East right-of-way line of North Vermilion Street (being the West line of said Lots), said point being 1 foot South of the Northwest corner of said Lot 6; thence North 359 degrees 41 minutes 40 seconds, along said right-of-way line and West line of said Lots, a distance of 75.26 feet to an Iron Rod situated on the South right-of-way line of Fairchild Street as described in the above Document; thence Northeasterly 31 degrees 22 minutes 42 seconds, along said right-of-way line, a distance of 23.05 feet to an Iron Rod; thence Northeasterly 56 degrees 41 minutes 51 seconds, along said right-of-way line, a distance of 19.61 feet to an Iron Rod; thence Easterly 88 degrees 13 minutes 01 second along said right-of-way line a distance of 88.51 feet to an Iron Rod; thence Easterly 85 degrees 52 minutes 34 seconds along said right-of-way line, a distance of 32.10 feet to the place of beginning, situated in Vermilion County, Illinois.