NOTICE AND AGENDA
PUBLIC WORKS COMMITTEE MEETING
to be held via teleconference
Tuesday, October 13, 2020 – 6:00 PM

1. Call to Order – Roll Call
2. Approve Minutes
3. Approve Agenda
4. Audience Comments
5. Chairman's Comments
6. Approve Payrolls
7. Approve Vouchers Payables
8. Public Transportation – Lisa Beith, Director
   - A. Items of Information
     1. Monthly Report
9. Public Works – Carl Carpenter, Director
   - A. Resolution: Approving Intergovernmental Agreement with Danville Sanitary District
   - B. Resolution: Approving Extension of Franchise Agreement with Comcast of Illinois/Indiana/Ohio, LLC
   - C. Resolution: Approving Downtown TIF RIP Grant Application
   - D. Resolution: Approving Budget Amendment in Downtown TIF District Fund (122)
   - E. Resolution: Awarding Bid #662 for Outdoor Lighting Equipment for Historic Ellsworth Park Redevelopment Project
   - F. Resolution: Approving Purchase of 2019 Dump Truck
   - G. Ordinance: Authorizing Purchase of Real Property from the Vermilion County Trustee
   - H. Items of Information
     1. Danville Area Transportation Study (DATS) Update
     2. H&L Landfill Update
     3. Project Updates
10. Finance – Ashlyn Massey, Comptroller
    - A. Resolution: Approving Contingency Payment and Authorizing Budget Amendment in Finance (011)
    - B. Resolution: Authorizing Agreement for Provision of Electricity for City-Owned Buildings and Facilities (paperwork prior to meeting)
    - C. Resolution: Authorizing Agreement for Provision of Electricity for City-Owned Streetlights (paperwork prior to meeting)
    - D. Ordinance: Amending Terms of Electric Franchise Agreement with Ameren Illinois Company dba Ameren Illinois (paperwork prior to meeting)

E. Review of Proposed 2020 Tax Levy and Fiscal Year 2021-2022 Budget
F. Items of Information

11. Closed Session

12. Items of Information

13. Committee Members' Comments

14. Adjournment

Public Input and live meeting audio streaming for the October 13, 2020 Public Works Committee meeting:
Anyone may listen to the meeting via YouTube live audio streaming services. The link for live audio streaming will be provided on the City of Danville website's home page: www.cityofdanville.org. We ask that you submit your public comments via email to cityclerk@cityofdanville.org by 4:30PM on Tuesday, October 13, 2020. These public comments will be read during audience comments per City Council rules and time limits.

We are committed to making our best efforts during this difficult time to be compliant with the Open Meetings Act. We appreciate your patience. The audio recording will be posting on the City's website following the meeting.

PAYROLL REPORT
BI-WEEKLY & WEEKLY PAY

FOR PERIOD ENDING:	10/6/2020	CHECK DATE	10/9/2020		
	REGULAR		OVERTIME		TOTAL
DEPARTMENT	PAY		PAY		PAY
FINANCE	9,959.33		-		9,959.33
CENTRAL VEHICLE MAINTENANCE	3,394.03		-		3,394.03
PUBLIC AFFAIRS	4,799.11		-		4,799.11
ENVIRONMENTAL CODE ENFORCEMENT	5,316.01		-		5,316.01
CITY TREASURER	1,730.77		-		1,730.77
LEGAL SERVICES	5,400.21		-		5,400.21
CITY CLERK	3,709.87		-		3,709.87
PERSONNEL & HUMAN RELAT.	2,397.81		-		2,397.81
INFORMATION SYSTEMS	5,691.04		-		5,691.04
POLICE DEPARTMENT	198,902.62		9,189.35		208,091.97
FIRE DEPARTMENT	133,933.98		33,851.50		167,785.48
STREETS DEPARTMENT	13,516.21		209.07		13,725.28
PARKS & PUBLIC PROPERTY	15,270.48		-		15,270.48
POOL	-		-		-
COMM. DEVEL. BLOCK GRANT	5,924.43		-		5,924.43
COMMUNITY DEVELOPMENT	11,695.45		361.05		12,056.50
MASS TRANSIT	34,378.23		6,547.04		40,925.27
DATS	2,562.78		-		2,562.78
HARRISON PARK	3,257.44		-		3,257.44
SANITARY SEWER	23,954.60		512.42		24,467.02
SOLID WASTE	19,583.31		-		19,583.31
GROUP INSURANCE INCENTIVE	(148.60)		-		(148.60)
TOTAL	**505,229.11**		**50,670.43**		**555,899.54**

BREAKDOWN OF POLICE OT:					
REGULAR OVERTIME (02)	8,515.97				
COURT-TIME (03)	795.32			TOTAL	555,899.54
CONTRACT OVERTIME (05)	2,260.18				
JAG GRANT (27)	(2,720.11)				
KIDS CAN'T BUY 'EM HERE (29)	-				
STEP GRANT (26)	-				
US MARSHAL SERVICE (02)	337.99				
TOTAL	*9,189.35*				
BREAKDOWN OF FIRE OT:					
RECALL FIRE	776.66				
RECALL HAZMAT TRAINING CLASS	-				
RECALL INVESTIGATIONS	-				
RECALL MANNING	33,007.42				
ABOVE RANK OVERTIME	67.42				
OT ADJUSTMENT	-				
TOTAL	*33,851.50*				
BREAKDOWN OF PARKS OT;					
REGULAR OVERTIME	-				
Maintenance of Buildings	-				
TOTAL	-				
TOTAL POLICE, POLICE/ARRA, FIRE, PARKS OT	*43,040.85*				

City of Danville

DANVILLE, ILLINOIS

SCHEDULE OF VOUCHERS PAYABLE

SUMMARY

October 8, 2020

DISTRIBUTIONS

General Fund (001)		$ 49,493.00
Police (021)	$ 49,493.00	
Total		**$ 49,493.00**

COMPTROLLER DATE

MAYOR DATE

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR OCTOBER 8, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-021-00-55015 - Vehicles	6225 - JOE WATTS POLICE CARS	2 FORD EXPLORERS	10/08/2020	129124	$ 49,493.00
Grand Total					**49,493.00**

City of Danville

DANVILLE, ILLINOIS

SCHEDULE OF VOUCHERS PAYABLE

SUMMARY

October 13, 2020

DISTRIBUTIONS

General Fund (001)		$ 125,483.17
Finance (011)	$ 13,175.00	
Central Vehicle Maint. (012)	$ 9,915.63	
Code Enforcement (014)	$ 9,015.26	
General City Government (015)	$ 6,686.87	
Legal Services (017)	$ 775.90	
City Clerk (018)	$ 1.60	
Personnel & Human Relations (019)	$ 212.00	
Information Technology (020)	$ 1,703.00	
Police (021)	$ 19,582.77	
Fire (022)	$ 6,598.24	
Streets (031)	$ 40,961.33	
Parks & Public Property (051)	$ 6,449.13	
Pool (052)	$ 400.69	
Engineering & Urban Services (060)	$ 10,005.75	
Fire Pension Fund (098)		$ 1,177,469.18
Police Pension Fund (099)		$ 1,233,998.58
Motor Fuel Tax (103)		$ 19,120.47
State Narcotics Forfeiture (104)		$ 65.00
Community Development Block Grant - CDBG (106)		$ 403.48
Infrastructure Development (107)		$ 800.00
Danville Mass Transit (113)		$ 6,580.37
Danville Area Transportation Study - DATS (116)		$ 974.30
Capital Improvements (302)		$ 2,112.00
Community Reinvestment (310)		$ 6,789.17
Harrison Park Golf Course (400/401)		$ 587.75
Sanitary Sewer (402)		$ 25,321.81
Solid Waste Management (405)		$ 48,571.34
Health Insurance (501)		$ -
Total		**$ 2,648,276.62**

COMPTROLLER DATE

MAYOR DATE

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR OCTOBER 13, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-011-00-52021 - Auditing	4986 - CLIFTON LARSON ALLEN LLP	PROGRESSIVE BILLING FOR AUDIT	10/08/2020	129173	2,625.00
001-011-00-52034 - Actuarial Expense	5849 - LAUTERBACH & AMEN, LLP	ACTUARIAL SERVICES FOR PENSIONS	10/08/2020	129205	10,550.00
001-012-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR FOR UNIT #26 - DIRECTOR P/U	09/30/2020	129247	22.00
001-012-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR UNIT #77 - PARKS P/U	09/28/2020	129247	24.81
001-012-00-52015 - Maintenance of Vehicles	5794 - DEDICATED DIESEL SERVICE & REPAIR	STATE TRUCK TESTS	09/18/2020	129186	40.00
001-012-00-52015 - Maintenance of Vehicles	6171 - AUTO-WARES GROUP	STOCK FUEL, OIL & AIR FILTERS FOR ALL UNITS	10/01/2020	129161	936.43
001-012-00-52015 - Maintenance of Vehicles	856 - TRUCK CENTERS INC ATTN: A/R	SERVICE TO UNIT #53 - ELECTRICIAN TRUCK	08/27/2020	129237	339.10
001-012-00-52099 - Other Contractual Services	5890 - MIDWEST MAILING & SHIPPING SYSTEMS, INC	MAINTENANCE AGREEMENT PW POSTAGE MACHINE	10/01/2020	129209	88.16
001-012-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	TIRES FOR UNIT #88 - DUMP TRUCK	10/07/2020	129247	1,387.12
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CONNECTOR FOR UNIT #75 - DUMP TRUCK	10/06/2020	129211	9.87
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CREDIT FOR RETURNED PART	10/06/2020	129211	(4.94)
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	EXHAUST PARTS FOR UNIT #44 - STREET DUMP TRUCK	09/30/2020	129211	82.20
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	MIRROR FOR FIRE DEPT CAR #21	10/01/2020	129211	23.28
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	CREDIT FOR STRAP FOR FUEL TANK UNIT #88 - DUMP TRUCK	08/12/2020	129222	(205.00)
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	OIL GAUGE & HOSE CLAMP FOR UNIT #73 - DANDEM DUMP	10/01/2020	129222	94.16
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	OIL PUMP SEAL FOR UNIT #73 - TANDEM DUMP	10/01/2020	129222	41.80
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	SEAL & BELT FOR UNIT #73 - TANDEM DUMP	09/30/2020	129222	107.80
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	SEALS FOR FIRE DEPT E3	08/17/2020	129222	332.40
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	STEEL WHEEL STOCK FOR ALL INTERNATIONAL TRUCKS	10/01/2020	129222	137.80
001-012-00-53016 - Materials to Maint other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	CREDIT FOR RETURN OF SOCKET	10/06/2020	129211	(12.85)
001-012-00-53016 - Materials to Maint other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	MARKER LIGHT FOR STREETS TRAILER	10/06/2020	129211	10.50
001-012-00-53016 - Materials to Maint other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	PARTS FOR STREETS TRAILER	10/05/2020	129211	23.95
001-012-00-53016 - Materials to Maint other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	PRIMARY WIRE FOR STREETS TRAILER	10/06/2020	129211	7.24
001-012-00-53016 - Materials to Maint other Equipment	1278 - ALTORFER INC	NEW TRACKS FOR PARKS SKIDSTEER	10/01/2020	129152	2,918.64
001-012-00-53016 - Materials to Maint other Equipment	2465 - DANVILLE RUBBER GROUP	BALL VALVE FOR UNIT #2 - SEWER VACTOR	10/05/2020	129183	58.40
001-012-00-53016 - Materials to Maint other Equipment	3822 - ROLAND MACHINERY COMPANY	FUEL GAUGE FOR STREETS LEEBOY GRADER	09/29/2020	129221	104.00
001-012-00-53016 - Materials to Maint other Equipment	6171 - AUTO-WARES GROUP	BATTERY FOR SHIP WHEEL LIFTS	09/29/2020	129161	1,644.90
001-012-00-53016 - Materials to Maint other Equipment	6171 - AUTO-WARES GROUP	CONDUCTOR FOR STREETS TRAILER	10/06/2020	129161	70.50
001-012-00-53016 - Materials to Maint other Equipment	6171 - AUTO-WARES GROUP	COUPLER, OUTSIDE LINES, TOWEL BOX FOR FIRE DEPT GENERATOR	09/29/2020	129161	81.61
001-012-00-53016 - Materials to Maint other Equipment	6171 - AUTO-WARES GROUP	Shop Supplies	10/01/2020	129161	48.29
001-012-00-53016 - Materials to Maint other Equipment	6171 - AUTO-WARES GROUP	STOCK FUEL, OIL & AIR FILTERS FOR ALL UNITS	10/01/2020	129161	936.42
001-012-00-53016 - Materials to Maint other Equipment	76 - B & D SALES AND SERVICE	PARTS FOR PARKS ZERO TURN MOWER	09/29/2020	129163	286.09
001-012-00-53017 - Small Tools & Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	TIRE CHUCK	10/01/2020	129211	9.33
001-012-00-53017 - Small Tools & Equipment	6171 - AUTO-WARES GROUP	SHOP TOOL - GREASE COUPLER	09/29/2020	129161	16.99
001-012-00-53017 - Small Tools & Equipment	6171 - AUTO-WARES GROUP	SHOP TOOL - NEEDLE NOSE PLIERS	10/05/2020	129161	3.09
001-012-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE FOR PUBLIC WORKS FACILITY	10/07/2020	129199	251.54
001-014-00-52054 - License Fee	6547 - ACCELA	SOFTWARE ANUAL RENEWAL	10/08/2020	129148	8,820.31
001-014-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE FOR PUBLIC WORKS FACILITY	10/07/2020	129199	194.95
001-015-00-52001 - Advertising	73 - INDIANA MEDIA GROUP	BID #662 - OUTDOOR LIGHTING EQUIPMENT FOR ELLSWORTH PARK	10/01/2020	129200	127.14
001-015-00-52002 - Printing and Binding	29 - AMERICAN LEGAL PUBLISHING COMPANY	PRINTING & BINDING	10/08/2020	129154	4,368.00
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	COPIER CONTRACT #2408	10/01/2020	129190	123.75
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	COPIER CONTRACT #3372	10/01/2020	129190	43.12
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	COPIER CONTRACT #D2421	10/01/2020	129190	123.75
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	COPIER CONTRACT #D2520	10/01/2020	129190	108.08
001-015-00-52029 - Professional Services	848 - VERMILION COUNTY RECORDER VERMILION CO ILLI	RECORDING FEES - QUIT CLAIM DEED	10/06/2020	129244	50.00
001-015-00-52030 - Credit Card Company Fee	6104 - BRIDGEPAY NETWORK SOLUTIONS, LLC.	CREDIT CARD COMPANY FEE SEPT2020	10/08/2020	129169	0.20
001-015-00-52041 - Telephone	5487 - COMCAST BUSINESS	SEPT15-OCT14 2020	10/01/2020	129174	716.82
001-015-00-52043 - Postage	393 - EXPRESS PACKAGING SERVICE	373518, 373828 Postage for Fire Dept	10/02/2020	129192	83.79
001-015-00-52043 - Postage	393 - EXPRESS PACKAGING SERVICE	MAILINGS	09/29/2020	129192	22.73

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR OCTOBER 13, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-015-00-52099 - Other Contractual Services	29 - AMERICAN LEGAL PUBLISHING COMPANY	PRINTING AND BINDING	10/01/2020	129154	295.00
001-015-00-53002 - Central Purchasing	316 - DP SUPPLY INC	Cleaning Supplies for All Fire Stations	10/02/2020	129188	204.72
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	CERT. HOLDERS FOR MAYORS OFFICE	10/01/2020	129158	90.06
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	FILE FOLDERS FOR HR	10/01/2020	129158	21.66
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	STORAGE BOXES FOR CH	10/01/2020	129158	230.35
001-015-00-53002 - Central Purchasing	877 - INTERSTATE ALL BATTERY CTR	AAA BATTERIES FOR CH	10/01/2020	129201	77.70
001-017-00-52020 - Administrative Adjudicary	1968 - ARTHUR J. KAPELLA	HEARING OFFICER FOR OCTOBER 1, 2020	10/06/2020	129159	100.00
001-017-00-52030 - Credit Card Company Fee	6104 - BRIDGEPAY NETWORK SOLUTIONS, LLC.	CREDIT CARD COMPANY FEE SEPT2020	10/08/2020	129169	0.90
001-22063 - Due to Village of Tilton	3503 - TILTON POLICE DEPARTMENT	COURT FINES FOR THE MONTH OF SEPTEMBER, 2020	10/06/2020	129231	140.00
001-22064 - Due to Peer Court	947 - PEER COURT INC	COURT FINES FOR THE MONTH OF SEPTEMBER, 2020	10/06/2020	129216	25.00
001-22065 - Due to Crimestoppers	3228 - VERMILION COUNTY CRIME STOPPERS ATTN: KEITH	COURT FINES FOR THE MONTH OF SEPTEMBER, 2020	10/06/2020	129243	25.00
001-22086 - Due to Westville	3742 - WESTVILLE POLICE DEPARTMENT	COURT FINES FOR THE MONTH OF SEPTEMBER, 2020	10/06/2020	129250	485.00
001-018-00-52030 - Credit Card Company Fee	6104 - BRIDGEPAY NETWORK SOLUTIONS, LLC.	CREDIT CARD COMPANY FEE SEPT2020	10/08/2020	129169	1.60
001-019-00-52099 - Other Contractual Services	1825 - ANNE JARLING	TRANSCRIPTION FOR HUMAN RELATIONS DEPT. INTERVIEWS: LM, CD	10/01/2020	129155	212.00
001-020-00-52041 - Telephone	5487 - COMCAST BUSINESS	OCTOBER 01 - OCTOBER 31 2020	10/01/2020	129174	327.17
001-020-00-52041 - Telephone	5487 - COMCAST BUSINESS	SEPT15-OCT14 2020	10/01/2020	129174	1,375.83
001-021-00-51003 - Court Time	1148 - TROY A WASSON	COURT TIME	09/29/2020	129236	74.26
001-021-00-52015 - Maintenance of.Vehicles	1151 - WATSON GENERAL TIRE INC	TIRE REMOUNT	10/05/2020	129247	170.70
001-021-00-52016 - Maintenance of Other Equipment	5585 - SUPREME RADIO COMMUNICATIONS INC	MAINTENANCE FOR RADIOS OCT - DEC 2020	09/29/2020	129227	2,047.40
001-021-00-52025 - Prisoner Meals	5821 - VERMILION COUNTY SHERIFF	PRISONER MEALS	10/01/2020	129245	494.00
001-021-00-52041 - Telephone	5487 - COMCAST BUSINESS	SEPT15-OCT14 2020	10/01/2020	129174	1,260.02
001-021-00-52051 - Travel, Training and Ex	4653 - DANVILLE HIGH SCHOOL	REIMBURSEMENT SRO ALICE TRAINING LONG/MCFARLAND	10/06/2020	129181	1,390.00
001-021-00-52099 - Other Contractual Services	1153 - WATTS COPY SYSTEMS INC	COPIER CONTRACT CID COPIER	09/28/2020	129249	241.46
001-021-00-52099 - Other Contractual Services	295 - DTI OFFICE SOLUTIONS	COPIER CONTRACT RECORDS	10/01/2020	129190	45.69
001-021-00-52099 - Other Contractual Services	295 - DTI OFFICE SOLUTIONS	COPIER CONTRACT REPORT WRITING	10/01/2020	129190	48.01
001-021-00-52099 - Other Contractual Services	3816 - WORTMAN-MEYER PROPERTIES	POLICE CAR WASHES	09/30/2020	129252	50.00
001-021-00-52099 - Other Contractual Services	481 - MICKEY'S LINEN	SHOP TOWELS, UNIFORMS	10/01/2020	129208	40.00
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CABLE TIES, CONNECTOR, CAPSULES, CAUGES	10/05/2020	129211	178.34
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	LOOM SPLIT BATTERY, CABLE TIES	09/28/2020	129211	163.64
001-021-00-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	CAR 121 WHEEL ASSEMBLY	10/05/2020	129177	499.79
001-021-00-53015 - Materials to Maintain Vehicles	6220 - AUTOMOTIVE COLOR & SUPPLY	MINI BULBS, HEADLAMPS, SOCKETS	10/06/2020	129162	76.50
001-021-00-53016 - Materials to Maint other Equipment	630 - ILLINI FS INC	SYN MV ATF FLUID	09/22/2020	129197	192.12
001-021-00-53017 - Small Tools & Equipment	1121 - VERMILION CO EMERGENCY TELEPHONE SYSTEM E	PANASONIC TOUGH BOOK VMEG	10/05/2020	129242	4,500.00
001-021-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE AT 2 SOUTH STREET	10/01/2020	129198	7,493.88
001-021-00-53026 - Clothing	702 - RAY O'HERRON	SPAIN - DOUBLE MAG POUCH	10/05/2020	129219	31.49
001-021-00-53026 - Clothing	702 - RAY O'HERRON	TROGLIA - PANTS	10/06/2020	129219	67.49
001-021-00-53029 - Copy Machine Supplies	702 - RAY O'HERRON	INK CARTRIDGES 64A (2)	09/30/2020	129158	387.98
001-021-00-54001 - K-9 Dog Expenses	702 - RAY O'HERRON	BOARDING OF BLUS HOWIE	09/27/2020	129215	130.00
001-022-00-51015 - Tuition Reimbursement	702 - RAY O'HERRON	D Heinrichs - Advanced Technician Firefighter Class	10/02/2020	129238	970.00
001-022-00-52016 - Maintenance of Other Equipment	702 - RAY O'HERRON	Glove Testing	10/02/2020	129175	37.37
001-022-00-52016 - Maintenance of Other Equipment	702 - RAY O'HERRON	Repair of Blitzfire Nozzle	09/24/2020	129229	328.11
001-022-00-52041 - Telephone	702 - RAY O'HERRON	SEPT15-OCT14 2020	10/01/2020	129174	1,040.65
001-022-00-52089 - Pest & Weed Control	702 - RAY O'HERRON	Station 1 Quarterly Pest Control	09/24/2020	129230	69.00
001-022-00-52089 - Pest & Weed Control	702 - RAY O'HERRON	Station 2 Quarterly Pest Control Maintenance	09/24/2020	129230	69.00
001-022-00-52089 - Pest & Weed Control	702 - RAY O'HERRON	Station 3 Quarterly Pest Control	09/24/2020	129230	69.00
001-022-00-52099 - Other Contractual Services	702 - RAY O'HERRON	Monthly Copier Rental	10/02/2020	129190	69.16
001-022-00-52099 - Other Contractual Services	702 - RAY O'HERRON	Monthly Cylinder Rental	09/24/2020	129187	61.38
001-022-00-53024 - Gasoline	702 - RAY O'HERRON	FUEL USAGE FOR PUBLIC WORKS FACILITY	10/07/2020	129199	2,019.36
001-022-00-53026 - Clothing	702 - RAY O'HERRON	Chief McMasters - Polos (2)	10/02/2020	129219	101.38

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR OCTOBER 13, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-022-00-53026 - Clothing	702 - RAY O'HERRON	E High - Boots and Light	09/24/2020	129219	184.45
001-022-00-53026 - Clothing	702 - RAY O'HERRON	E Hoskins - Socks	10/02/2020	129219	18.00
001-022-00-53026 - Clothing	702 - RAY O'HERRON	Marcott - T-Shirts (4)	09/24/2020	129219	80.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	E Hoskins - T-Shirts (3)	10/02/2020	129225	30.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	T Carter - T-shirts (2)	10/02/2020	129225	20.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	T Heinrichs - T-shirts (6)	10/02/2020	129225	81.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	Z Waclaw - T-shirts (2)	10/02/2020	129225	20.00
001-022-00-53099 - Other Commodities	687 - LOWE'S BUSINESS ACCOUNT	E4 Air Valve Screw and Tape	10/02/2020	129207	5.09
001-022-00-53099 - Other Commodities	687 - LOWE'S BUSINESS ACCOUNT	Trailer Hitch for Spill Containment Trailer	09/24/2020	129207	26.59
001-022-00-54153 - Fire Prevention Activity	3571 - ALERT-ALL CORP.	Fire Prevention Supplies	10/02/2020	129150	1,298.70
001-031-00-52031 - Electricity	777 - AMEREN	ELECTRIC SERVICE STREETS/DMT	10/01/2020	129153	938.04
001-031-00-52031 - Electricity	777 - AMEREN	STREET DEPT SUMMARY BILLING	10/01/2020	129153	268.58
001-031-00-52041 - Telephone	5487 - COMCAST BUSINESS	SEPT15-OCT14 2020	10/01/2020	129174	252.00
001-031-00-52086 - Sidewalk, Curb, Gutter	6218 - A & A CONCRETE, LLC	BID 647 CONCRETE LAY	09/30/2020	129147	27,531.13
001-031-00-52099 - Other Contractual Services	340 - DEPKE WELDING SUPPLIES INC	Cylinder Rental	09/24/2020	129187	57.56
001-031-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	LOCATING SERVICES - MULTIPLE LOCATIONS	09/30/2020	129240	1,257.59
001-031-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	LOCATING SERVICES PER TICKET	10/06/2020	129240	133.95
001-031-00-52099 - Other Contractual Services	5890 - MIDWEST MAILING & SHIPPING SYSTEMS, INC	MAINTENANCE AGREEMENT PW POSTAGE MACHINE	10/01/2020	129209	88.16
001-031-00-53007 - Materials to Maintain Streets	101 - BERRY'S GARDEN CENTER INC	SEED FOR SIDEWALK RESTORATION @ 910 GARFIELD PLACE	09/23/2020	129164	85.45
001-031-00-53007 - Materials to Maintain Streets	1022 - PRAIRIE MATERIAL	MATERIALS FOR PW FACILITY CURB & DRIVE REPLACEMENT	09/28/2020	129217	263.50
001-031-00-53007 - Materials to Maintain Streets	1386 - SHERWIN WILLIAMS	PAINT BRUSH FOR STRIPING	09/22/2020	129224	14.78
001-031-00-53007 - Materials to Maintain Streets	4061 - OPEN ROAD ASPHALT COMPANY LLC	MATERIALS FOR PW FACILITY DRIVE	09/30/2020	129214	1,217.45
001-031-00-53007 - Materials to Maintain Streets	76 - B & D SALES AND SERVICE	MATERIALS FOR TREE TRUCK	09/23/2020	129163	196.70
001-031-00-53007 - Materials to Maintain Streets	892 - KIRCHNER BUILDING CENTERS	CREDIT FOR RETURN OF WOOD STAKES FOR FORMS	09/24/2020	129203	(0.92)
001-031-00-53007 - Materials to Maintain Streets	892 - KIRCHNER BUILDING CENTERS	MATERIALS TO REPAIR TREE DAMAGE @ 910 GARFIELD PL	09/21/2020	129203	64.89
001-031-00-53007 - Materials to Maintain Streets	892 - KIRCHNER BUILDING CENTERS	STOCK WOOD STAKES FOR FORMS	09/24/2020	129203	18.96
001-031-00-53017 - Small Tools & Equipment	6116 - STOCK & FIELD	EYE BOLT & RAKE FOR TREE TRUCK	09/30/2020	129226	36.49
001-031-00-53017 - Small Tools & Equipment	6116 - STOCK & FIELD	SHOVELS FOR ELECTRIANS	09/30/2020	129226	87.47
001-031-00-53017 - Small Tools & Equipment	76 - B & D SALES AND SERVICE	TOOLS FOR TREE TRUCK - WEDGE, FILING GUIDE	09/30/2020	129163	83.69
001-031-00-53018 - Traffic Control Supplies	4207 - TRAFFIC CONTROL CORP.	BATTERY BACKUP MATERIALS	09/22/2020	129233	1,851.87
001-031-00-53018 - Traffic Control Supplies	4207 - TRAFFIC CONTROL CORP.	UPS MODULE	07/24/2020	129233	2,600.00
001-031-00-53018 - Traffic Control Supplies	71 - MOBOTREX, INC	REPAIR MMU MONITOR FOR TRAFFIC SIGNALS	09/23/2020	129210	428.00
001-031-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE FOR PUBLIC WORKS FACILITY	10/07/2020	129199	3,455.24
001-031-00-53056 - Mat to Maintain Sirens	2092 - WHELEN ENGINEERING COMPANY INC	SIREN TESTING	09/22/2020	129251	30.75
001-051-00-52011 - Maintenance of Building	6347 - ACE BLIND AND DRAPERY	CURTAIN SYSTEM FOR SLEEPING QUARTERS @ FIRE STATION #3	09/17/2020	129149	2,342.75
001-051-00-52031 - Electricity	777 - AMEREN	OCTOBER DOUGLAS DISCOVERY AREA	10/01/2020	129153	35.08
001-051-00-52031 - Electricity	777 - AMEREN	SUMMARY BILING PARKS AND PUBLIC PROPERTIES	10/01/2020	129153	6.03
001-051-00-52041 - Telephone	5487 - COMCAST BUSINESS	SEPT15-OCT14 2020	10/01/2020	129174	252.00
001-051-00-52099 - Other Contractual Services	248 - AQUA IL	1155 E VOORHEES	10/06/2020	129156	180.40
001-051-00-52099 - Other Contractual Services	248 - AQUA IL	3362 LYNCH CT	09/22/2020	129156	31.34
001-051-00-52099 - Other Contractual Services	248 - AQUA IL	500 E WINTER	10/06/2020	129156	24.23
001-051-00-52099 - Other Contractual Services	248 - AQUA IL	501 BENSYL AVE	09/23/2020	129156	44.02
001-051-00-52099 - Other Contractual Services	5890 - MIDWEST MAILING & SHIPPING SYSTEMS, INC	MAINTENANCE AGREEMENT PW POSTAGE MACHINE	10/01/2020	129209	88.17
001-051-00-53011 - Materials to Maintain Buildings	243 - CONNOR COMPANY	PARTS FOR STOOL REPAIR @ PARKING GARAGE	10/01/2020	129176	194.54
001-051-00-53013 - Materials to Maintain Other	888 - KIRBY RISK CORPORATION	BALLASTS & BULBS FOR DOUGALS & LIBERTY PARKS	09/23/2020	129202	1,217.94
001-051-00-53013 - Materials to Maintain Other	888 - KIRBY RISK CORPORATION	BALLASTS FOR DOUGLAS	09/24/2020	129202	81.45
001-051-00-53013 - Materials to Maintain Other	888 - KIRBY RISK CORPORATION	CREDIT FOR RETURN OF BALLASTS	09/28/2020	129202	(654.80)
001-051-00-53013 - Materials to Maintain Other	888 - KIRBY RISK CORPORATION	NEW TIMER FOR MEADE COURTS	09/24/2020	129202	293.32
001-051-00-53016 - Materials to Maint other Equipment	76 - B & D SALES AND SERVICE	BLADES FOR SIDEWALK EDGER	09/29/2020	129163	47.60

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR OCTOBER 13, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-051-00-53017 - Small Tools & Equipment	1492 - TRACTOR SUPPLY CREDIT PLAN	SPRAY GUNS FOR SPRAYER	09/14/2020	129232	114.97
001-051-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE FOR PUBLIC WORKS FACILITY	10/07/2020	129199	2,150.09
001-052-00-52035 - Sanitary Sewer Tax	310 - DANVILLE SANITARY DISTRICT	BASE CHARGES FOR CITY POOL 2020	10/01/2020	129184	400.69
001-060-00-52030 - Credit Card Company Fee	6104 - BRIDGEPAY NETWORK SOLUTIONS, LLC.	CREDIT CARD COMPANY FEE SEPT2020	10/08/2020	129169	6.60
001-060-00-52041 - Telephone	5487 - COMCAST BUSINESS	SEPT15-OCT14 2020	10/01/2020	129174	252.00
001-060-00-52054 - License Fee	6547 - ACCELA	SOFTWARE ANUAL RENEWAL	10/08/2020	129148	8,820.31
001-060-00-52099 - Other Contractual Services	5890 - MIDWEST MAILING & SHIPPING SYSTEMS, INC	MAINTENANCE AGREEMENT PW POSTAGE MACHINE	10/01/2020	129209	88.17
001-060-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE FOR PUBLIC WORKS FACILITY	10/07/2020	129199	762.70
001-060-00-54099 - Other Expenditures	5014 - FIRST BANKCARD	FILING OF GMX PLATE	10/06/2020	129195	62.10
001-060-00-54099 - Other Expenditures	5014 - FIRST BANKCARD	MEIJER SUBDIVISON PLAN MAILING AND POSTAGE	09/25/2020	129195	13.87
098-098-00-51012 - Fire Pension	300 - DANVILLE FIREMENS PENSION FUND	2ND DISTRIBUTION OF RE TAXES	10/01/2020	129180	1,038,775.16
098-098-00-51012 - Fire Pension	300 - DANVILLE FIREMENS PENSION FUND	REIMBURSEMENT FROM SAFER GRANT	10/01/2020	129180	7,473.60
098-098-00-51012 - Fire Pension	300 - DANVILLE FIREMENS PENSION FUND	TRANSFER PER 20/21 BUDGET FROM PSF	10/01/2020	129180	131,220.42
099-099-00-51011 - Pension Contributions/IMRF ERI Payment	1005 - DANVILLE POLICE PENSION FUND	2ND DISTRIBUTION OF RE TAXES	10/01/2020	129182	1,146,518.31
099-099-00-51011 - Pension Contributions/IMRF ERI Payment	1005 - DANVILLE POLICE PENSION FUND	TRANSFER PER 2020-2021 BUDGET FROM PSF	10/01/2020	129182	87,480.27
103-103-00-600GM - General Maintenance	966 - DANIEL L RIBBE TRUCKING INC	2020 SEAL COAT	10/06/2020	129179	19,120.47
104-104-00-54099 - Other Expenditures	5602 - TRANSUNION RISK AND ALTERNATIVE DATA SOLU	CID PERSON SEARCHES	10/01/2020	129235	65.00
106-106-20-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE FOR PUBLIC WORKS FACILITY	10/07/2020	129199	403.48
107-107-00-52058 - Infrastructure Development	1405 - VERMILION COUNTY TRUSTEE PAYMENT ACCOUN	515 HARMON	10/06/2020	129246	800.00
113-113-21-52008 - Uniform Rental	6118 - CLEAN	UNIFORM MAINTENANCE	09/08/2020	129172	111.96
113-113-21-52008 - Uniform Rental	6118 - CLEAN	UNIFORM MAINTENANCE	09/15/2020	129172	112.56
113-113-21-52008 - Uniform Rental	6118 - CLEAN	UNIFORM MAINTENANCE	09/22/2020	129172	112.56
113-113-21-52008 - Uniform Rental	6118 - CLEAN	UNIFORM MAINTENANCE	09/29/2020	129172	113.26
113-113-21-52008 - Uniform Rental	6118 - CLEAN	Uniform Rental	09/01/2020	129172	111.96
113-113-21-52014 - Maintenance of Office Equipment	295 - DTI OFFICE SOLUTIONS	Maintenance Agreement & Color	10/01/2020	129190	121.06
113-113-21-52015 - Maintenance of Vehicles	2250 - NEWTON'S CLEANING & RESTORATION, LLC	Clean and Disinfect Buses	10/03/2020	129212	1,500.00
113-113-21-52015 - Maintenance of Vehicles	340 - DEPKE WELDING SUPPLIES INC	MATERIALS TO MAINTAIN VEHICLES	09/24/2020	129187	80.04
113-113-21-52041 - Telephone	5487 - COMCAST BUSINESS	SEPT15-OCT14 2020	10/01/2020	129174	1,825.88
113-113-21-52079 - Lease and Rental - DMT	6000 - BEST-ONE OF CENTRAL IL	Mount Dismount and Balance	10/02/2020	129165	204.00
113-113-21-53003 - Office Supplies	2426 - LISA BEITH	Surge Protector	10/04/2020	129206	7.99
113-113-21-53003 - Office Supplies	60 - ARNOLDS OFFICE SUPPLY	Interior Folders	09/30/2020	129158	37.54
113-113-21-53011 - Materials to Maintain Buildings	6118 - CLEAN	UNIFORM MAINTENANCE	09/08/2020	129172	47.24
113-113-21-53011 - Materials to Maintain Buildings	6118 - CLEAN	UNIFORM MAINTENANCE	09/15/2020	129172	53.65
113-113-21-53011 - Materials to Maintain Buildings	6118 - CLEAN	UNIFORM MAINTENANCE	09/22/2020	129172	53.65
113-113-21-53011 - Materials to Maintain Buildings	6118 - CLEAN	UNIFORM MAINTENANCE	09/29/2020	129172	51.65
113-113-21-53011 - Materials to Maintain Buildings	6118 - CLEAN	Uniform Rental	09/01/2020	129172	47.24
113-113-21-53015 - Materials to Maintain Vehicles	3929 - CENTRAL STATES BUS SALES, INC.	Bus Parts	09/18/2020	129171	225.60
113-113-21-53015 - Materials to Maintain Vehicles	399 - FASTENAL COMPANY	Bolts	09/30/2020	129194	11.10
113-113-21-53015 - Materials to Maintain Vehicles	453 - GILLIG CORPORATION	Bus Parts	09/24/2020	129196	1,383.73
113-113-21-53015 - Materials to Maintain Vehicles	5978 - CUMMINS SALES AND SERVICE	Bus Parts	09/29/2020	129178	125.74
113-113-21-53015 - Materials to Maintain Vehicles	6063 - O'REILLY	WIPER FLUID	10/02/2020	129213	13.74
113-113-21-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE AT 2 SOUTH STREET	10/01/2020	129198	136.54
113-113-21-53041 - Cleaning Supplies	316 - DP SUPPLY INC	Cleaning Supplies	10/02/2020	129188	91.68
116-116-21-52029 - Professional Services	4473 - FARNSWORTH GROUP	FEASIBILITY STUDY	09/28/2020	129193	974.30
302-302-00-55015 - Vehicles	3536 - KNOX COMPANY	Key Secure 5 System for New Mobile Command	10/02/2020	129204	2,112.00
310-310-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE FOR PUBLIC WORKS FACILITY	10/07/2020	129199	44.64
310-310-00-54177 - Community Investment	138 - BRICKYARD LANDFILL - 4725	TIPPING FEES FOR DEMO @ 524 GRANT	09/30/2020	129166	4,819.53
310-310-00-54177 - Community Investment	2103 - DARREN OWENS OWENS EXCAVATING	DEMO HAULING @ 524 GRANT	09/26/2020	129185	1,675.00
310-310-00-54177 - Community Investment	2103 - DARREN OWENS OWENS EXCAVATING	HAULING EQUIPMENT TO PW FACILITY	09/28/2020	129185	250.00

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR OCTOBER 13, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
400-400-00-52016 - Maintenance of Other Equipment	1531 - WATSON TIRE & AUTOMOTIVE SERVICE	TIRE REPAIR FOR HPGC	08/06/2020	129248	26.95
400-400-00-52041 - Telephone	5487 - COMCAST BUSINESS	SEPT15-OCT14 2020	10/01/2020	129174	214.80
400-400-00-54061 - Commission	4715 - TAKE A SHOT LLC	COMMISSION 9/14/20 - 9/20/2020	10/01/2020	129228	346.00
402-402-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	SEWER DEPT UNIFORMS	09/07/2020	129157	71.92
402-402-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	SEWER DEPT UNIFORMS	09/14/2020	129157	71.92
402-402-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	SEWER DEPT UNIFORMS	09/21/2020	129157	71.92
402-402-00-52015 - Maintenance of Vehicles	258 - ALLERTON TEST LANE	STATE TESTS FOR MULTIPLE TRUCKS	09/30/2020	129151	289.00
402-402-00-52016 - Maintenance of Other Equipment	3827 - EJ EQUIPMENT	PARTS & SERVICE TO ULTRA SHORTY 21 CAMERA	09/24/2020	129191	500.00
402-402-00-52029 - Professional Services	6232 - RJN GROUP, INC	2020 FLOW METER EXT. & JACKSON SSES	10/06/2020	129220	17,990.00
402-402-00-52030 - Credit Card Company Fee	6104 - BRIDGEPAY NETWORK SOLUTIONS, LLC.	CREDIT CARD COMPANY FEE SEPT2020	10/08/2020	129169	14.60
402-402-00-52031 - Electricity	777 - AMEREN	DEC2018-JAN 2019 MISSED BILLING	10/01/2020	129153	(34.74)
402-402-00-52041 - Telephone	42 - AT&T	1705 W WILLIAMS	10/01/2020	129160	314.76
402-402-00-52041 - Telephone	5487 - COMCAST BUSINESS	SEPT15-OCT14 2020	10/01/2020	129174	252.00
402-402-00-52044 - Maintenance of Sanitary	2937 - DRENNAN SEPTIC SERVICE INC.	LOCATED SEWER LINE @ 220 E STATE ST	09/23/2020	129189	200.00
402-402-00-52099 - Other Contractual Services	1750 - TRANS UNION LLC, Desktop Services	BASIC SERVICES AND TV DESKTOP SERVICE	10/01/2020	129234	95.00
402-402-00-52099 - Other Contractual Services	340 - DEPKE WELDING SUPPLIES INC	Cylinder Rental	09/24/2020	129187	57.57
402-402-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	LOCATING SERVICES - MULTIPLE LOCATIONS	09/30/2020	129240	1,257.60
402-402-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	LOCATING SERVICES PER TICKET	10/06/2020	129240	133.95
402-402-00-52099 - Other Contractual Services	5629 - SCADATA,INC	CELL DATA	09/17/2020	129223	90.00
402-402-00-52099 - Other Contractual Services	5629 - SCADATA,INC	CELL DATA	08/15/2020	129223	90.00
402-402-00-52099 - Other Contractual Services	5890 - MIDWEST MAILING & SHIPPING SYSTEMS, INC	MAINTENANCE AGREEMENT PW POSTAGE MACHINE	10/01/2020	129209	88.17
402-402-00-53010 - Materials to Maintain Sewers	101 - BERRY'S GARDEN CENTER INC	STRAW FOR RESTORATION @ HOLIDAY HILLS SANITARY REPAIR	09/15/2020	129164	26.75
402-402-00-53010 - Materials to Maintain Sewers	1492 - TRACTOR SUPPLY CREDIT PLAN	RESTORATION MATERIALS FOR 900 BLK SKYLINE	09/14/2020	129232	120.88
402-402-00-53014 - Materials to Maintain Storm Water	101 - BERRY'S GARDEN CENTER INC	STOCK STAPLES FOR LANDSCAPE FABRIC	09/30/2020	129164	57.00
402-402-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	CREDIT FOR HOUSING	07/16/2020	129222	(175.00)
402-402-00-53016 - Materials to Maint other Equipment	3827 - EJ EQUIPMENT	PARTS & SERVICE TO ULTRA SHORTY 21 CAMERA	09/24/2020	129191	219.99
402-402-00-53017 - Small Tools & Equipment	6116 - STOCK & FIELD	SHOVELS FOR SEWER CREW	09/16/2020	129226	53.98
402-402-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE FOR PUBLIC WORKS FACILITY	10/07/2020	129199	2,243.27
402-402-00-53099 - Other Commodities	3977 - USA BLUE BOOK	STOCK TYVEK SUITS FOR SEWERS - PPE	10/01/2020	129239	1,124.32
402-402-00-53099 - Other Commodities	6171 - AUTO-WARES GROUP	BITS FOR LIFT STATIONS	09/24/2020	129161	96.95
405-405-00-52015 - Maintenance of Vehicles	153 - BURKE SPRING & ALIGNMENT	REPLACE POWER STEERING PUMP & GEAR FOR UNIT #6 - AUTOMATE	09/28/2020	129170	4,509.34
405-405-00-52041 - Telephone	5487 - COMCAST BUSINESS	SEPT15-OCT14 2020	10/01/2020	129174	252.00
405-405-00-52092 - Dumping Fees	138 - BRICKYARD LANDFILL - 4725	SWEEPINGS	09/30/2020	129168	2,835.20
405-405-00-52092 - Dumping Fees	138 - BRICKYARD LANDFILL - 4725	TIPPING FEES 9/16/20 - 9/30/20	09/30/2020	129167	31,616.23
405-405-00-52099 - Other Contractual Services	1750 - TRANS UNION LLC, Desktop Services	BASIC SERVICES AND TV DESKTOP SERVICE	10/01/2020	129234	95.00
405-405-00-52099 - Other Contractual Services	3970 - RANTOUL TRUCK CENTER LLC.	SHIPPING FOR RETURNED PARTS	09/28/2020	129218	313.74
405-405-00-52099 - Other Contractual Services	5890 - MIDWEST MAILING & SHIPPING SYSTEMS, INC	MAINTENANCE AGREEMENT PW POSTAGE MACHINE	10/01/2020	129209	88.17
405-405-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	TIRE & REPAIR FOR UNIT #93 - AUTOMATED	10/06/2020	129247	403.78
405-405-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	RADIATOR CAP FOR UNIT #94 - AUTOMATED	09/29/2020	129211	4.50
405-405-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	AIR TANK & CABLE FOR UNIT #72 - REAR LOADER	10/06/2020	129222	446.80
405-405-00-53016 - Materials to Maint other Equipment	1115 - VERMEER SALES & SERVICE OF CENTRAL ILLINOIS, I	CUTTER BLOCK, NUTS & BOLTS FOR YARD WASTE SITE GRINDER	09/22/2020	129241	1,029.14
405-405-00-53016 - Materials to Maint other Equipment	1115 - VERMEER SALES & SERVICE OF CENTRAL ILLINOIS, I	PINS FOR YARD WASTE SITE GRINDER	09/29/2020	129241	14.39
405-405-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE FOR PUBLIC WORKS FACILITY	10/07/2020	129199	6,963.05
Grand Total					**2,648,276.62**

DMT
Danville Mass Transit

Date: October 13, 2020

To: Alderman Mike Puhr, Public Works Committee Chairman

From: Lisa Beith, Director of Public Transportation

Subject: Public Transportation Department Summary

RIDERSHIP			**REVENUE**	
May	18,217	-174.9%	3,443.32	-626%
June	30,939	-53.7%	1,854.00	-1,436%
July	37,951	-38.6%	2,582.64	-1,024%
August	41,604	-37.4	2,842.80	-817%
September	41,605	-25.1%	3,261.82	-746%

JUNE

- Resumed all route service except 10 Danville-Champaign
- Opened the restrooms at the transfer center - no other customer usage
- For fourth quarter of FY20, all operating expenses for May and June and loss of farebox revenue was reimbursed through the CARES grant. No state assistance was requested.
- Completed the retro-fit with plexiglass partitions of all DMT buses
- Re-opened the lobby area for customer assistance

JULY

- Resumed 10 Danville-Champaign route.

AUGUST / SEPTEMBER

- Service levels have begun to pick back up.
- Masks still required onboard buses

OCTOBER

- Still no announcements about the Rebuild Illinois state capital grant award
- Decision will need to be made about once more collecting farebox revenue
- With the onset of colder mornings, we will be opening the transfer center. Every other seat in the building will be roped off, and no loitering signs will be posted.
- Buses still being treated by Newton's every other week.

101 north jackson street *danville, illinois 61832* *217 431 0653* *fax 217 431 8647*

RESOLUTION NO.:_____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE DANVILLE SANITARY DISTRICT

WHEREAS, pursuant to the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., public entities may enter into intergovernmental agreements for cooperative efforts; and,

WHEREAS, the City and the Danville Sanitary District (District) desire to enter into an intergovernmental agreement providing for transfer of the District's Assets to the City; and,

WHEREAS, such intergovernmental cooperation agreement would be beneficial to the City and the District; and,

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

SECTION 1. The intergovernmental cooperation agreement, a copy of which is attached hereto and expressly made a part hereof, is approved and adopted.

SECTION 2. The Mayor and City Clerk are hereby authorized to execute and attest, respectively, the intergovernmental cooperation agreement on behalf of the City.

PASSED this ____ day of _____, 2020, by _____ Ayes, _____ Nays, _____ Absent.

APPROVED:

By:_____
Mayor

ATTEST:

By:_____
City Clerk

RESOLUTION NO.:_____

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANVILLE, ILLINOIS, that the attached Extension of Franchise Agreement between Comcast of Illinois/Indiana/Ohio, LLC, as Grantee and City of Danville, as Grantor, regarding the provision of Cable Television services in the City of Danville be and is hereby approved, and the Mayor, or his designee, is hereby authorized and directed to execute and deliver the same on behalf of the City.

PASSED this ____ day of _____, 20__, by _____ Ayes, _____ Nays and _____Absent.

APPROVED:

By:_____
Mayor

ATTEST:

By:_____
City Clerk

FRANCHISE EXTENSION

THIS AGREEMENT, effective as of_____ between the City of Danville, Illinois (the "LFA"), and Comcast of Illinois/ Indiana/ Ohio, LLC, ("Comcast").

WHEREAS, the LFA has granted Comcast a non-exclusive franchise to construct, operate and maintain a cable television system (the "Franchise"); and

WHEREAS, Comcast timely filed a request with the LFA to activate the formal process for renewing the Franchise pursuant to the provisions of the Cable Communications Policy Act of 1984 ("Cable Act"); and

WHEREAS, the parties are in negotiations concerning a renewal of the Franchise utilizing the informal procedures set forth in the Cable Act; and

WHEREAS, the parties desire to extend the current Franchise term from November 1, 2020 to January 31, 2021 in order to accommodate such negotiations.

NOW THEREFORE, the LFA and Comcast do hereby agree:

Section 1

Section 2.2 of the Franchise is hereby amended by extending the term of such Franchise through and including January 31, 2021.

Section 2

Except as specifically modified hereby, the Franchise shall remain in full force and effect.

Section 3

Neither party waives any right which it enjoys under law as a result of agreeing to this Franchise extension.

By: _____
Mayor Ricky Williams Jr.
City of Danville

Attest: _____
Secretary

By: _____
John Crowley, Regional Senior Vice-President
Comcast of Illinois/ Indiana/ Ohio, LLC

RESOLUTION NO. 2010-132

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANVILLE, ILLINOIS, that the attached Franchise Agreement between Comcast of Illinois/Indiana/Ohio, LLC, as Grantee, and City of Danville, as Grantor, regarding the provision of Cable Television service within the City of Danville, be and is hereby approved, and the Mayor is hereby authorized and directed to execute and deliver the same on behalf of the City.

PASSED this 2nd day of November 2010, by 11 Ayes, 2 Nays, 1 Absent.

APPROVED:

By: Scott Eisenhauer
Mayor

ATTEST:

By: Janet K Myers
City Clerk

POSTED PUBLICLY NOV 04 2010

CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
CITY OF DANVILLE
And
COMCAST OF ILLINOIS/INDIANA/OHIO, LLC

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Danville, Illinois (hereinafter, the "City") and Comcast of Illinois/Indiana/Ohio, LLC, (hereinafter, "Grantee") this 2nd day of November, 2010 (the "Effective Date").

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-

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of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

"Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

"City" means the City of Danville, Illinois or the lawful successor, transferee, designee, or assignee thereof.

"Customer" means a Person who lawfully receives and pays for Cable Service with the Grantee's express permission.

"FCC" means the Federal Communications Commission, or successor governmental entity thereto.

"Franchise" means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

"Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

"Franchise Area" means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

"Grantee" shall mean Comcast of Illinois/Indiana/Ohio, LLC.

"Gross Revenue" means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, activation, installation, and repair fees and equipment rental fees. Gross revenues shall also include such other revenue sources directly related to Cable Service delivered over the Cable System as may hereafter develop, provided that such revenues, fees, receipts, or charges are deemed lawful and to be included in the gross revenue base for purposes of computing the Franchising Authority's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch

support payments, advertising sales commissions and third party agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001),* and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video channel designated for non-commercial use by the public, educational, and governmental institutions such as public or private schools, (but not "home schools,") community colleges, and universities, as well as the City.

"Public, Educational, and Governmental (PEG) Access Programming" shall mean non-commercial programming produced by any City residents or organizations, schools, government entities and the use of designated facilities, equipment or channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the Franchise Area, which shall entitle the City and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the City and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

SECTION 2: Grant of Authority

2.1. The City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to replace all existing franchise agreements – including the prior Franchise with the Grantee, regardless of whether said prior Franchise or franchise agreements are in effect.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

2.5 Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the City grants an additional Franchise to use and occupy the public right-of-way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall serve or require to be served a copy of such application upon any existing Company or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

2.7 Compliance with Federal, State and Local Laws.

2.7.1 Notwithstanding any other provisions of this Agreement to the contrary, the Grantee shall at all times comply with all laws and regulations of the state and federal government or any administrative agencies thereof.

2.7.2 Grantee shall not be relieved of its obligation to comply with any of the generally applicable provisions of Chapter 99 of the City of Danville Municipal Code or of this Agreement by reason of any failure of the City to enforce prompt compliance.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Chapter 99, entitled "Standards for Construction on Rights of Way," of the City of Danville Municipal Code, as may be amended from time to time.

3.1.1. Pursuant and in addition to Chapter 99 of the City of Danville Municipal Code, during the term of this Franchise Agreement and any extension or renewal thereof, no Security Fund shall be required of the Grantee for any permit required by the City; provided, however that Grantee shall have timely made all payments to the City pursuant to Section 5.1 of this Franchise Agreement.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

3.4. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable.

4.1.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.2. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time.

4.3. New/Planned Developments. The City shall provide the Grantee with written notice of the issuance of building permits within the Franchise Area for projects requiring undergrounding of cable facilities. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's rights-of-way. The City agrees to require the builder or developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches. The City shall also provide the Grantee with summaries of all planned developments in the City at the same time as provided to all utilities or other like occupants of the City's right-of-way. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering, construction and capital resources. Should the City fail to provide advance notice of such developments the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise.

4.4. Annexations. The City shall notify the Grantee of all annexations by the City; and of any and all planned developments in areas expected to be annexed at the same time the City informs utilities or other like occupants of the City's rights-of-way. Said notice is to allow the Grantee sufficient foresight into the future demands on its

design, engineering, construction and capital resources. Should the City fail to provide advance notice of actual and planned annexations, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise. The parties agree that Grantee's Franchise and Franchise Fee obligations with respect to annexations are as set forth in the Counties Code – 55 ILCS 5/5-1095(a) – as amended from time to time; and that the period for which franchise fees shall continue to be paid to the county shall commence on the later of the date on which the Grantee was informed of the annexation or the actual date on which the annexation occurred. The City shall provide the Grantee with written notice of the issuance of building or development permits within the Franchise Area for projects requiring undergrounding of cable facilities. The City agrees to require the builder or developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches.

4.5. Service to School Buildings and Governmental Facilities.

4.5.1. Service to School Buildings. The City and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to State accredited K-12 public, not including "home schools," located in the Franchise Area within one hundred twenty five feet (125) of the Grantee's distribution cable.

4.5.2. Service to Governmental Facilities. The City and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to municipal buildings located in the Franchise Area within one hundred twenty five (125) feet of Grantee's distribution cable. "Municipal buildings" are those buildings owned or leased by the City for government administrative purposes, and shall not include buildings owned by City but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.5.3. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.6. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. The City agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system.

4.7. Programming. Grantee shall provide or enable the provision of at least the following broad categories of programming:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Arts, Cultural and Performing Arts	News & Information	Educational

4.8 Rates. The Grantee and the City acknowledge that rules and procedures governing rate regulation are contained within the Federal Communications Commission (FCC) 47 C.F.R. Part 76.900, Subpart N. In accordance with federal law both the City and the Grantee shall follow the rules relating to rate regulation promulgated by the F.C.C. at 47 C.F.R. Part 76.900, Subpart N. As of the Effective Date rates are deregulated within the City.

4.9 Customer Protection Service Standards. Grantee and the City acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 22/501 et. Seq as may be amended. Grantee and the City acknowledge that the City reserves the right to adopt an enabling Ordinance to enforce the customer service standards and customer privacy protections as set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 et. Seq.

SECTION 5: Oversight and Regulation by City

5.1. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by Chase Bank U.S.A or its successor, from the time of the discovery of the delinquent payment until the date paid. Any undisputed overpayments made by Grantee to the City shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee.

5.1.1. Change in Amount. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five

percent (5%) of Gross Revenues. If, during the term of this Agreement, the Cable Act is modified so that the City would otherwise be authorized to collect a Franchise fee at a rate greater than five percent (5%) of Gross Revenues, the City may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the City up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the City conducts a public hearing on the proposed amendment; (iii) the City approves the amendment by ordinance; and (iv) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment. In the event a change in state or federal law reduces the maximum permissible franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; ii) the lowest franchise fee percentage paid by than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area or any other cable provider granted a cable franchise by the City pursuant to Title 47; or, iii) such franchise fee percentage as may be approved by the City, provided that: (a) such amendment is competitively neutral; (b) the amendment is in compliance with the change in state or federal law; (c) the City approves the amendment by ordinance; and (d) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.2. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests for Information). Any audit shall be conducted in accordance with generally applicable auditing standards. The City or its designee may be required to execute a non-disclosure agreement with the Grantee prior to inspection of the Grantee's financial records. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with 65 ILCS 5/11-42-11.05.

5.4. Address Exchange. The City and Grantee agree that within sixty (60) days of the Effective Date and in accordance with applicable privacy laws, they will exchange in electronic form their respective lists of the addresses located within the boundaries of the City in order to ensure that all addresses in the City are included in the Grantee's database for the City. The parties agree to exchange said address lists upon written request, but not more than once annually, during the term of this Franchise Agreement. The City and Grantee agree to exercise good faith efforts to maintain the accuracy of their respective databases. The parties further agree except that in the case of gross negligence, no penalties or interest shall apply to any errors discovered as result of any exchanges of information hereunder.

5.5. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the City has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the City from and against any claims arising from the City's opposition to disclosure of any information Grantee designates as proprietary or confidential.

5.6. Inspection. In accordance with Illinois Municipal Code, 65 ILCS 5/11-42-11 the Grantee shall permit examination by any duly authorized representative of the Grantor of summary data, as needed by the Grantee, to determine the Grantee's franchise fees derived from the provision of Cable Service to Subscribers within the Franchiee Area.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

6.2 Consent of Transfer. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No transfer of control of the

Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the City certificates of insurance designating the City and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of one million dollars ($1,000,000.00) for bodily injury or death to any one person, and one million dollars ($1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and one million dollars ($1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the City. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the City from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents from and against any and all lawsuits, claims, actions, demands, damages, disability, losses, expenses including attorney's fees and other defense costs or liabilities of any nature that may be asserted by any person or entity arising out of Grantee's construction, operation, maintenance or removal of the Cable System, provided that the City shall give the Grantee written notice of its obligation to indemnify and defend the City within ten (10) business days of receipt of a claim or action pursuant to this Section. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City.

7.2.1. This indemnification obligation is not limited in any way by a limitation of the amount or type of damages or compensation payable by or for Grantee under workers' compensation, disability or other employee benefit acts, acceptance of insurance certificates required by this Franchise Agreement, or the terms, applicability or limitations of any insurance held by Grantee.

7.2.2. Grantor does not, and shall not, waive any rights against Grantee which it may have by reason of this indemnification, because of the acceptance by Grantor, or the deposit with Grantor by Grantee, of any insurance policies described in this Franchise Agreement or Ordinance.

7.2.3. This indemnification by Grantee shall apply to all damages and claims for damages of any kind suffered by reason of any of the aforesaid operations referred to in this section, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

7.2.4. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the City, its officers, employees and agents.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity. The Grantee shall provide capacity for the City's noncommercial public, educational and governmental ("PEG") programming through Grantee's Cable System consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the City utilizes one (1) PEG channel. The City may request, and Grantee shall provide, a second PEG channel upon one hundred eighty (180) days advance written notice by the City and sufficient proof that the current channel is inadequate for all programming offered. "Sufficient proof" shall include a verified program log of all original, non-repeat, first-run, non-character generated, locally produced programs that are carried on the existing channel for the prior six month period during the times of noon to midnight. In the event that eighty percent (80%) of the programming on the channel meets the criteria of being original, non-repeat, first-run, non-character generated, locally produced programming, Grantee shall provide a second channel. Any cost for the activation of the additional channel shall be paid for by the City. The Grantee may offer the City's entire PEG programming on its basic digital tier of service.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. However, the PEG channel is, and shall be, operated by the City, and the City may at any time allocate or reallocate the usage of the PEG channel among and between different non-commercial uses and Users.

8.3. Future Origination Points. At such time that the City determines that it wants the capacity to allow subscribers in the City to receive public, educational and/or governmental access programming (video and character generated) which may originate from schools, City facilities and/or other government facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the City determines that it wants to establish or change a location from which public, educational and/or governmental access programming is originated; or in the event the City wants to upgrade the connection to Comcast from an existing signal point of origination, the City will give Comcast written notice detailing the point of origination and the capability sought by the City. Comcast agrees to submit a cost estimate to

implement the City's plan within a reasonable period of time. After an agreement to reimburse Comcast for its expenditure, Comcast will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the City to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.5. Grantee Use of Unused Time. Because the City and Grantee agree that a blank or under utilized Access Channel is not in the public interest, in the event the City does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the City upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and pursuant to the provisions of 9.2 herein, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

9.3.1. in the case of a substantial default of a material provision of the

Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including two or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the City shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the City "de novo" and to modify or reverse such decision as justice may require.

9.4. Technical Violation. The City agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

9.4.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

9.4.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability

to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

City of Danville, IL
17 W. Main Street
Danville, Illinois 61832

ATTN: Mayor

To the Grantee:

Comcast of Illinois/Indiana/Ohio, LLC
303 E. Fairlawn Drive
Urbana, Illinois 61801

ATTN: Director of Government Affairs

With a copy to:

Comcast
1500 McConnor Pkwy
Schaumburg, IL 60173
ATTN: VP, Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, ordinances, understandings, negotiations and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

10.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the City of Danville:

By: Scott Eisenhauer

Name: SCOTT EISENHAUER

Title: MAYOR

Date: 22 NOV 10

Res 2010-132

For Comcast of Illinois/Indiana/Ohio, LLC:

By: LeAnn M Talbot

Name: LeANN M TALBOT

Title: Senior Vice President

Date: 10/5/10

RESOLUTION NO. _____

A RESOLUTION APPROVING A DOWNTOWN TIF RIP GRANT APPLICATION

WHEREAS, the City of Danville has received a Downtown TIF District RIP Grant Application from Danville Renaissance Enterprises for the rehabilitation of the properties located at 119-123 N Vermilion Street; and

WHEREAS, the City of Danville Downtown TIF RIP Grant allows for grants to be awarded up to $50,000; and

WHEREAS, the total amount if structural improvements to be invested in the Downtown TIF District is projected to be $209,927; and

WHEREAS, the Danville Renaissance Enterprises is requesting a Downtown TIF RIP Grant for a 25% reimbursement to not exceed $50,000 and to be awarded after the completion of the project

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

1. The Danville Renaissance Enterprises be awarded 25% of the total project costs not to exceed $50,000 and to be paid from 122-122-00-54109 after the completion of the agreed upon construction attached hereto.
2. The Mayor and City Clerk shall be authorized to execute all documents.
3. This resolution shall take effect upon it passage and publication.

PASSED this 20th day of October 2020 by ____ Ayes, ____ Nays, and ____ Absent

APPROVED:

BY:_____
MAYOR

ATTEST:_____
City Clerk

CITY OF DANVILLE
DEPARTMENT OF URBAN SERVICES

TAX INCREMENT FINANCING

RIP GRANT APPLICATION

A. PROPERTY INFORMATION

Property Address: 119-123 N. Vermilion

TIF District: _____

B. APPLICANT INFORMATION

Name: Danville Renaissance Enterpriser Business Name: _____

Mailing Address: 310 Oak St Danville, IL 61832

Phone Number: 217 304-5833 Email: gordontmail@gmail.com

C. GRANTEE INFORMATION

Grantee Name: Danville Renaissance Enterprizes

Grantee SS# OR Federal Employer Identification Number (FEIN): 61-1460714

D. PROPERTY OWNER INFORMATION (If different than applicant)

Owner same as grantee? Yes No

Property Owner Name: Gordon Thornes / Peter Blackmon / Rob Black Jack Walsh Joe Sermershiew

Property Owner Address: 310 Oak St Danville, IL 61832

Property Owner Phone Number: 217 304-5833

E. PROJECT INFORMATION:

General Project Description:

Rehab 123 N. Vermilion
Rehab 119-123 Front / Side / Rear
Roof 119-123 Replacement

Estimated Total Project Cost: $ 209 927

Estimated Total RIP Eligible Costs: $ 209, 927

Number of Jobs Created or Retained: 5

Commence Construction: ASAP

Complete Construction: 2 months

F. FINANCING INFORMATION

Bank Private Other _____

Bank Name and Contact: First Financial / Banks

Contact Phone Number: 217 324-1320

Escrow Institution & Agent: _____

Agent Phone Number: _____

G. ATTACHMENTS

Applications must include the appropriate attachments to receive consideration for a RIP grant. Please submit the following with this application:

- A completed W-9 form for the Grantee
- Site plan of the property as well as any elevation drawings or exhibits needed to illustrate improvements
- A letter from the owner of record granting the applicant permission to complete the proposed improvements (if the applicant is not the owner)
- A letter of commitment or other evidence of adequate financing

I hereby certify that ~~all the~~ information in this application is true and complete to the best of my knowledge and that I have read and understand the applicable RIP Guidelines.

Applicant's Signature

9/25/2020
Date

Date Reviewed: 10-5-2020	Staff Signature: Soeyn
Application Approved?: _____	Grant Amount: $ 50,000 25%

Submit application to: City of Danville Urban Services Department
1155 E Voorhees St. Suite A
Danville, IL 61832

Danville Renaissance Enterprises
310 Oak Street
Danville IL 81832

September 21, 2020

Mayor Rickey Williams, Jr
17 W. Main Street
Danville, IL 61832

Dear Mayor,

On behalf of Danville Renaissance Enterprises I appreciate the opportunity to support our request for TIFF grant funding. This request encompasses:

1. The roofing for 119-123 N. Vermilion. This is required to prohibit the further water damage that exists on the second floor 119-123 N. Vermilion.

2. The painting and repair of the façade on all three sides of 119-123 N. Vermilion. This includes the painting and repair of the front facing 119-123 N. Vermilion, the first floor repair and painting on the alley side of 123 N. Vermilion, the repair and painting the windows on the second floor on the alley side of 123 N. Vermilion, and the painting and repair of the rear of 119-123 N. Vermilion.

3. The rehab of 123 N. Vermilion. This rehab will be based upon the architectural approval of the State of Illinois and built on the stringent guidelines of Department of Rehabilitation Services. This will serve Alpha Omega Counseling Services. This firm is the preeminent counseling services for East Central Illinois for DUI ASAM levels 1 &2 and has just received a grant from the State of Illinois to implement the first program in Vermilion County for gambling addiction. This will mean an additional staff of four servicing 50-75 clients per month.

4. The rehab of the rear of 123 N. Vermilion with siding and updated doors.

5. The rehab of the patio area at the rear of 123 N. Vermilion. This will include the finishing the surrounding cement foundation and the construction of a wood fence to provide a safety barrier and outside relaxation for the tenant of 123 N. Vermilion.

6. As requested we also requested the reassessment of 123 N. Vermilion. This was done and it resulted in a decrease of $2500 in assed evaluation.

Danville Renaissance Enterprises
310 Oak Street
Danville IL 81832

September 21, 2020

Mayor Rickey Williams, Jr
17 W. Main Street
Danville, IL 61832

Dear Mayor,

On behalf of Danville Renaissance Enterprises I appreciate the opportunity to support our request for TIFF grant funding. This request encompasses:

1. The roofing for 119-123 N. Vermilion. This is required to prohibit the further water damage that exists on the second floor 119-123 N. Vermilion.

2. The painting and repair of the façade on all three sides of 119-123 N. Vermilion. This includes the painting and repair of the front facing 119-123 N. Vermilion, the first floor repair and painting on the alley side of 123 N. Vermilion, the repair and painting the windows on the second floor on the alley side of 123 N. Vermilion, and the painting and repair of the rear of 119-123 N. Vermilion.

3. The rehab of 123 N. Vermilion. This rehab will be based upon the architectural approval of the State of Illinois and built on the stringent guidelines of Department of Rehabilitation Services. This will serve Alpha Omega Counseling Services. This firm is the preeminent counseling services for East Central Illinois for DUI ASAM levels 1 &2 and has just received a grant from the State of Illinois to implement the first program in Vermilion County for gambling addiction. This will mean an additional staff of four servicing 50-75 clients per month.

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5. The rehab of the patio area at the rear of 123 N. Vermilion. This will include the finishing the surrounding cement foundation and the construction of a wood fence to provide a safety barrier and outside relaxation for the tenant of 123 N. Vermilion.

6. As requested we also requested the reassessment of 123 N. Vermilion. This was done and it resulted in a decrease of $2500 in assed evaluation.

This rehab will compliment the two recent additions of the businesses in 119 and 121 N. Vermilion. These rehabilitations were completed without the request of any additional TIFF funds. When evaluating the return of investment on increase of assed value 119 and 121 N. Vermilion will also be increased. The painting, façade repair, and roof include 119 and 123 N. Vermilion. The addresses are different but it is one building.

Once completed the area will be one of the preeminent properties in Downtown Danville.

I have included the estimate for these updates. The general contractor will be Stout Construction Inc.

I look forward to working with you and your staff to implement these outstanding improvements.

Sincerely,

Gordon Thoennes, Partner
Danville Renaissance Enterprises

STOUT CONSTRUCTION INC.

19497 POLAND RD
DANVILLE, IL 61834
217-446-6200

Estimate

Date	Estimate #
9/13/2020	3372

Name / Address
DANVILLE RENAISSANCE 123 N. VERMILION ST DANVILLE, IL 61832

Project

Description	Total
WORK TO BE DONE AS FOLLOWS: BUILD WALLS FOR ONE OFFICE UP FRONT AND TWO IN THE MIDDLE AREA ALL WALLS WILL BE METAL STUDS WITH 5/8 DRYWALL. TAPED AND FINISHED INTERIOR DOORS WILL BE WOOD FRAME HOLLOW CORE DOORS PAINTED ALL WALLS THAT ARE EXISTING WILL BE DRYWALL AND TAPED,FINISHED BUILD AREA FOR 2 RR. INSTALL GRAB BARS,MIRRORS,TOWEL AND SOAP DISPENSERS 2 EXTERIOR DOORS ON NORTH SIDE GOING OUT TO ALLY WILL BE REPLACED WITH OUTSWING METAL DOORS WITH PUSH BARS AND CLOSER INSTALL DROP CEILING IN THE AREA COMPLETE CAP OUTSIDE CONCRETE FOUNDATION INSTALL WOOD FENCE AROUND THE AREA WITH A GATE GOING TO ALLY SENTRY ROOF SYSTEM INSTALLED ARCHITECTURAL DRAWINGS FOR CITY AND STATE STAMP TOTAL MATERIAL AND LABOR----------132,500.00 NO FLOORING,HVAC,PLUMBING,EXTERIOR PAINTING,DATA,ELECTRICAL $132,500 7,000 25,000 $164,500	132,500.00
Total	~~$132,500.00~~

[illegible]

Danville's Flooring Warehouse Inc

807 N Vermilion
Danville IL 61832
Phone 217-274-7015
Fax 217-431-5004
Phone # 217-274-7015
Fax # 217-431-5004
richard@danvilleflooringwarehouse.com

Estimate

Date	Estimate #
9/11/2020	812

Name / Address
Gorden Thoennes 237 Heritage Trace Danville IL

Project

Description	Qty	Rate	Total
123 N Vermillion Mohawk Defender 26 oz Carpet Installed by Gluedown Method Mohawk Vinyl Installed with new subfloor in Restrooms and Utility room Ceramic Entryway Installed Outside Carpet Installed New Roppe 4" covebase Installed		7,527.03	7,527.03
Installation Removal and Disposal of existing carpet if needed		800.00	800.00
Sales Tax		9.25%	0.00
		Total	$8,327.03

PROPOSAL

Jorgenson Electric, Inc.
907 E. Fairchild St.
Danville, IL 61832
Phone: 217-442-0980 Fax: 217-442-5033
jelectinc@gmail.com

August 31, 2020
REVISED

TO: Danville Renaissance
310 Oak St.
Danville, IL

JOB: remodel of unit
123 N. Vermilion St.

Provide temporary power for construction, complete electrical system for front area, offices, (2) restrooms, conference room and lighting for patio using existing service panels. Exit and Emergency lighting per code, all lighting to be LED, exhaust fans in restrooms (venting by others) with all final connections and testing.

All wiring as per code.
City permit (if required).
Certificate of Insurance

$23,500.00
Twenty Three Thousand Five Hundred Dollars and no cents

Payments to be made as follows: **Monthly Draws**

Ernie Jorgenson

Authorized signature _____
Ernie Jorgenson

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.
Please sign and return one copy of this proposal if you choose to accept it. Retain the other copy for your files. A service charge of 1 1/2% per month, 18% APR will be added to all overdue accounts. Also liable for all legal and collection fees.

WE ACCEPT VISA, MASTERCARD AND DISCOVER.

Acceptance of proposal: Signature: _____ Date: _____

RH Positive Enterprises, Inc.
825 Norman St.
Danville, IL 61832
Phone (217) 431-2176

September 3, 2020

Gordon Thoennes
123 N. Vermilion St.
Danville, IL 61832

- We will supply and install all plumbing required for two single user restrooms, disposal, laundry tub, and water heater.
- The two toilets will be handicap height elongated style with seat and lid.
- The two lavatories will be wall hung with two handle blade faucets, thermostatic tempering valves and pipe covers for underneath.
- We will remove all old plumbing not being used.
- We will run plumbing vent out 2nd story roof and seal at roof.
- We will run new copper water lines and chlorinate any portion of pipe being reused.
- Water heater will be a thirty gallon electric.
- We will not be responsible for electrical connection to water heater.
- We will pull all permits and schedule inspections for plumbing.
- We will test backflow preventer and submit paper work to water company.

TOTAL AMOUNT ($7,850.00), Payments to be made ½ up front to purchase materials and the balance due upon the date of completion.

If this proposal meets with your approval please sign and return to above address.

Authorized Signature

Robert S. Hunt & Lisa S. Hunt

Note: We may withdraw this proposal if not accepted within 30 days. There will be and additional 2% per month charge for balance not paid with in 30 days of billing date. Your signature shows agreement to pay any collection and reasonable attorney fees for the balance of the contract. Any additional changes to this contract will be on a time and materials basis @ $90.00 per man per hour plus 10% on all purchase of materials.

Accepted
By: _____

Dated: _____

Proposal

Page No. of Pages

D&D Construction

1488

(217) 431-0463
Roofing, Siding, Windows, Doors & More
"We'll be here tomorrow, to stand by what we do today."
Serving Vermilion County Since 1998

PROPOSAL SUBMITTED TO: Jack Walsh	PHONE	DATE: 4/17/2020
STREET: Vermilion	JOB NAME: Walsh Downtown #488	
CITY, STATE and ZIP CODE: Danville	JOB LOCATION	
ARCHITECT	DATE OF PLANS: 2-Par	JOB PHONE

We hereby submit specifications and estimates for:

Prep walls for Installation of Steel Panels
Fur out with 2x6's
Install Panels on Rear of building to cover exposed Interior

Supply Permit
Supply Material
Haul away all trash & debris

1 yr. Warranty on Labor

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Five Thousand Seven Hundred Fifty dollars ($ 5750.00).

Payment to be made as follows:

Payment upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized

Signature X

Date of Acceptance:

Signature

1. Condenser - front
2. Condenser - back
3. Furnace - front
4. Furnace - back

□ - Supply Register
▨ Return Grille

5. Supply - Front

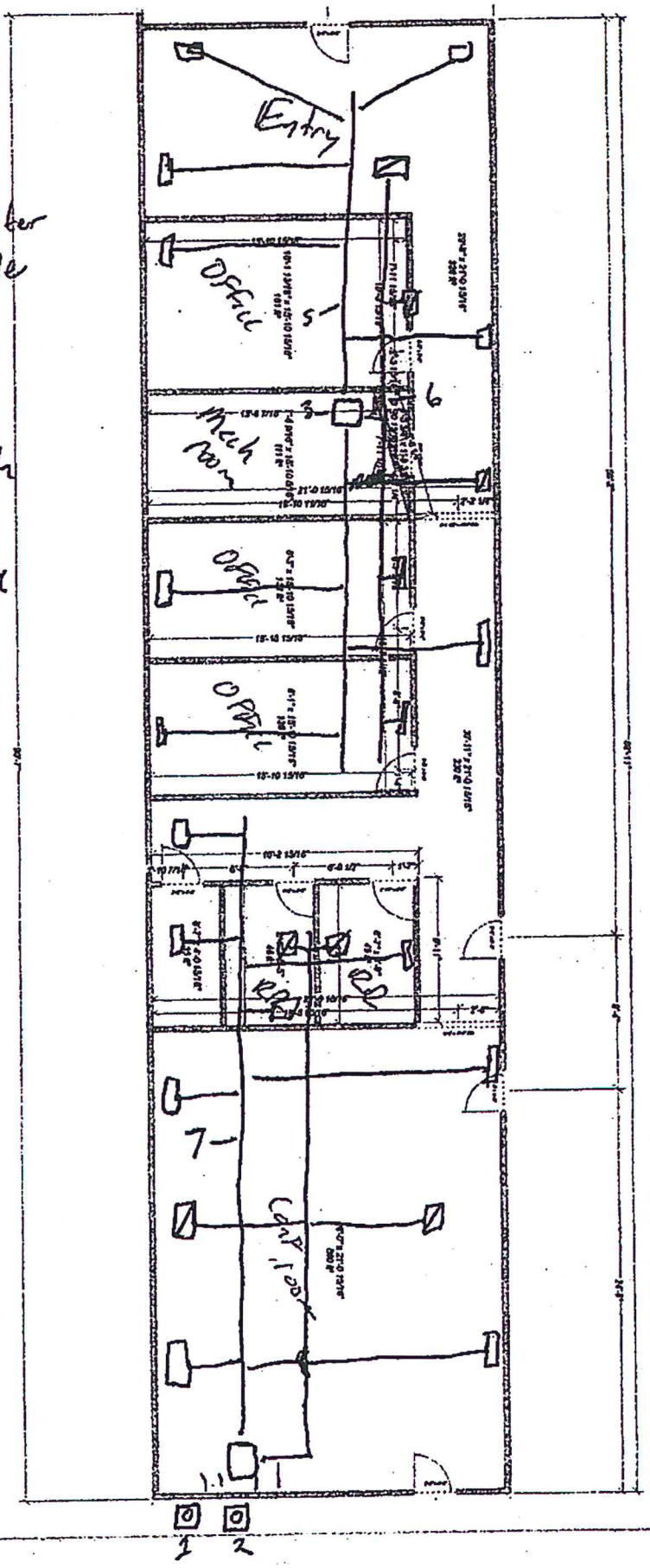
~~6. Supply~~

6. Return Front

7. Supply Back

~~8. Return~~

8. Return Back



N

Downtown RIP Criteria Scoring Form

Please indicate which criteria points you are applying for and include all requested attachments.

Conformity with Redevelopment Plan	Does the project align with the Redevelopment Plan?	☒ 1 point
Necessity of Assistance	TIF funds will only be used to trigger projects that would not otherwise occur given prevailing market conditions. Is TIF assistance necessary?	☒ 1 point
Façade Improvements	Does the project substantially improve the aesthetics of the façade of the building on the property?	☒ 3 points
Reuse of an Existing Vacant Building/Storefront	Does the project result in the reuse of a building and/or storefront that has been vacant for at least 1 year? *(1 point per year vacant, up to 4 years)*	☒ 4 points ☐ 3 points ☐ 2 points ☐ 1 point
Upper Story Residential Units	Will the project result in the creation of upper story residential units? *(1 point per unit, up to 4 units)*	☐ 4 points ☐ 3 points ☐ 2 points ☐ 1 point
Code Improvements	Are at least 30% of the project costs attributable to building code, life safety, or accessibility improvements?	☒ 2 points
Historic Property	Is the property listed on or eligible to be listed on the National Historic Landmarks registry or the Danville Local Historic Landmarks registry? *(2 points for properties that are listed, 1 point for properties eligible to be listed)*	☐ 2 points ☐ 1 point
Historic Preservation	Are at least 30% of the project costs attributable to historic preservation improvements?	☐ 1 point
Energy Efficiency	Will the project reduce existing energy use by 10% or more and are at least 30% of the projects costs attributable to energy efficiency upgrades?	☒ 1 point
Connection to Fiber	Will the project include the addition or extension of fiber inside the building?	☐ 1 point
	Total Criteria Points Applied For:	12

# of Criteria Points Earned	< 2	2-3	4-5	6-7	8-9	10+	Use this Scale to estimate the Reimbursement %
Reimbursement Percentage	0%	10%	20%	30%	40%	50%	

Estimated Reimbursement Percentage:	50
Estimated Eligible Project Costs:	209,927
Multiply the Eligible Project Costs by the Reimbursement Percentage to estimate your Grant Request	
Estimated Grant Request:	104,963

Applications must include the appropriate attachments for all criteria to receive full consideration for this grant.

All grant applications are subject to the availability of funding.

RESOLUTION NO. _____

A RESOLUTION AMENDING FY 2020-2021 BUDGET
DOWNTOWN TIF DISTRICT FUND (122)

WHEREAS, the City of Danville approved a Resolution accepting the Downtown TIF RIP Grant Application from Downtown Renaissance Enterprises for the buildings located at 119-123 North Vermilion Street.

WHEREAS, a budget amendment is needed in the Downtown TIF Fund (122) in order to award the grant funds once the project is completed.

WHEREAS, a Line Item Transfer will be executed within the Down TIF Fund (122) to pay for the remainder of the awarded grant.

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

1. The FY 20-21 CDBG Fund (106) budget be amended as follows:

   EXPENDITURE

   Increases Line Item 122-122-00-54109 – TIF-RIP Grants $20,000

2. Funds for this amendment shall come from the Downtown TIF cash reserve account.
3. The Mayor and City Comptroller shall be authorized to execute all documents.
4. This resolution shall take effect upon it passage and publication.

PASSED this 20th day of October 2020 by ____ Ayes, ____ Nays, and ____ Absent

APPROVED:

BY:_____
MAYOR

ATTEST:_____
City Clerk

9-E

RESOLUTION NO._____

A RESOLUTION AWARDING A CONTRACT FOR
OUTDOOR LIGHTING EQUIPMENT FOR
HISTORIC ELLSWORTH PARK REDEVELOPMENT PROJECT
BID #662

WHEREAS, as part of the Historic Ellsworth Park Redevelopment Project, it is necessary to provide new Outdoor Lighting; and

WHEREAS, the cost of this work is being partially paid for through an Open Space Lands Acquisition and Development Program Grant with matching funds by the City of Danville; and

WHEREAS, specifications for the project were made available to interested vendors through the City website; and

WHEREAS, the Bid Proposals received were opened and read on October 1, 2020; and

WHEREAS, the Bid determined to be in the best interest of the City was received from Springfield Electric in the amount of $24,812.50.

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

1. The Contract for the Ellsworth Park Outdoor Lighting Equipment is hereby awarded to Springfield Electric in the amount of $24,812.50.
2. The Mayor and Comptroller are authorized to issue a purchase order and execute other items necessary to complete and pay for this transaction.
3. This work shall be paid for from the City of Danville Parks & Public Property Budget line item Materials to Maintain Other Improvements 051-53013.
4. The Mayor and City Clerk be authorized to execute all contract documents.
5. This Resolution shall take effect upon its passage and publication.

PASSED this 20th day of October 2020, by Ayes, Nays, Absent.

APPROVED

BY: _____
MAYOR

ATTEST:

BY:_____
CITY CLERK

BID RECAP #662

OUTDOOR LIGHTING EQUIPMENT

ELLSWORTH PARK

Springfield Electric Supply Co.
Danville, IL

TOTAL BID: $24,812.50

Tepper Electric Supply
Champaign, IL

TOTAL BID: $25,547.00

BID RECOMMENDATION #662

The above bids have been evaluated by Public Works staff and it is our recommendation to award the contract to Springfield Electric Supply Co. to provide Outdoor Lighting Equipment for Ellsworth Park with the Bid of $24,812.50. The Proposal submitted by Springfield Electric Supply Co. consists of all outdoor parking lot, court, pedestrian, and playground lighting materials and related hardware and delivery which met our bid specifications. Also, as noted above, the bid submitted by Springfield Electric Supply Co. was lower than Tepper Electric Supply.

9-F

RESOLUTION NO. 2020

A RESOLUTION FOR PURCHASE OF A
2019 HINO 268A DUMP TRUCK

WHEREAS, the City of Danville operates a municipal fleet of vehicles, including light, medium, and heavy duty trucks; and

WHEREAS, the City maintains and upkeeps the fleet; and

WHEREAS, said fleet periodically needs updated; and

WHEREAS, the Solid Waste Division currently does not have a dump truck available for sweeping operations , and for illegal dumping collections; and

WHEREAS, Rahn Equipment will furnish a New 2019 HINO 268A cab and chassis, with a Henke 10 foot dump bed, including a 10foot Western snow plow, for use in winter weather, for the amount of $113,282.00. This price includes delivery, and is through Sourcewell Contract #080818-HEN; and

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

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

1. The proposal submitted by Rahn Equipment for the purchase of one HINO Model #268A cab and chassis, with a 10foot Henke dump bed, and a 10foot Western snow plow truck in the amount of $113,282.00 including delivery be approved.
2. The cost of said truck shall be paid from Solid Waste funds in line item 405-55016, Other Capital Equipment.
3. Public notice provisions and bidding requirements of the City of Danville Purchasing Policy be, and hereby are, waived.
4. The Mayor and City Clerk shall be authorized to execute all Agreements.
5. This Resolution shall take effect upon its passage and publication.

PASSED this day of October, 2020, by Ayes, Nays, and Absent.

APPROVED:

By:_____
MAYOR

ATTEST:

By:_____
City Clerk

HENKE
Henke Manufacturing Corporation

Sourcewell

Henke Quote #
Q-03376-2

DATE: 10/6/2020

Quotation Valid for 30 Days

Quotation Prepared For

Name	Tim Waterman
Account Name	City of Danville - IL
Address	2400 Georgetown Road
City, State Zip	Danville IL 61832
Phone Number	(217) 431-1232
Mobile Number	(217) 260-0436
Sourcewell Member #	[Required]

Estimated Delivery	90-120 Days
Ship Via	Best Way
F.O.B.	Leavenworth, KS
Freight Terms	EX3 - CPU
Credit Terms	Net 30
Currency	All Prices Shown in USD$

Notes:
Machine:
Henke Sourcewell Contract #080818-HEN

Turn-key Truck Package - Dump Body, Hydraulis and Plow

App. Wt: 0.00lbs

Lead Time: 90-150 Days

Hyd Funct. 0

Misc Items

1	N/A	Dura Class Super Duty Yardbird 10' Long 7' Wide 3/16" Floor; 10 Gauge SS Tailgate; 10 Gauge SS-Sides and Front 14" Sides/24" Front/24" Tailgate Corten Longmembers Body Raise Indicator Light Body Prop 1520 Hoist; Power Up/Power Down Interior of Bed Painted Black 1/4 Cab Shield Minimizer Poly Fenders Over Rear 19.5 Tires Dual Single Axle (Added Wt. 43#'s) Rear Mud Flaps Backup Alarm Electric Hydraulic Hoist Double Acting Hoist Power Up/Power Down Light System Light Bar Mounted Above Cab Dual Feniex Mini Bars Mounted on Light Bar 3000 Lumen LED Auxilliary Lights on Light Bar Feniex Amber Widelux Mounted in Stainless Steel Boxes Facing Rear in Cabshield Feniex Widelux LED Stop/Tail/Turn Lights Mounted in Corner Post of Bed Feniex Widelux White Backup Lights Mounted in Corner Post of Bed to also act with Amber Warning Rear Junction Box

Snow Plow
Western 10' Pro Plus HD Mild Steel Plow
LED Nighthawk Headlamps
18" Rubber Deflector
Shoe Kit
Spreader
Swenson Stainless Electric Under Tailgate Spreader
Rear Hitch
2" Reciever and D-Rings
7 Pin Electrical Connector
Price Installed FOB Danville Illinois

Turn-key Truck Package - Dump Body, Hydraulis and Plow Net: $ 37,230

2019 Hino

Lead Time: 90-150 Days

App. Wt: 0.00lbs
Hyd Funct. 0

Misc Items

1	N/A	2019 HINO 268A CAB & CHASSIS 260hp, Allison 2200 RDS w/ PTO 1-90 gal fuel tank 271" WB, 203.6" CT, pwr windows Stock Number NH3263 Year 2019 Manufacturer HINO Model 268A Condition New VIN 5PVNJ8JV0K4S73561 Engine Horsepower 260 hp Engine Manufacturer Hino Engine Type J08E-VB Engine Displacement 7.6 l Fuel Type Diesel Powertrain Transmission Automatic Transmission Manufacturer ALLISON Transmission Type Allison RDS Number of Speeds 5 Spd

Overdrive
Yes
Chassis
Drive
4x2
Suspension
Air Ride
Number of Rear Axles
Single
Gross Vehicle Weight Rating
Class 7: 26,001 - 33,000 pounds
Gross Vehicle Weight
25,950 lb
Cab-to-Axle Length
203.6 in
Interior
Drive Side
Left Hand Drive
Power Steering
Yes
Tilt/Telescope
Yes
A/C
Yes
A/C Condition
New
Power Locks
Yes
Power Windows
Both
Capacities
Fuel Capacity
90 gal
Exterior
Color
WHITE
Cab
Standard Cab
Cab Style
Conventional
Heated Mirrors
Yes

2019 Hino Net: $ 76,052

Net Total For All Items Above Not Including Options: $ 113,282

Terms and Conditions

- All lead times are subject to change without notice.
- All quotes are FOB Leavenworth, KS unless stated otherwise.
- Freight terms for all CPU orders will be Ex-Works, which transfers title, ownership, and liability to the buyer upon notification of "ready to ship". Buyer assumes all shipping and regulatory responsibilities of transporting goods from the seller's point of origin.
- All prices are shown in USD
- All credit terms are subject to credit approval
- All orders are subject to acceptance by an officer of Henke. Orders for products not regularly carried in stock or requiring special engineering or manufacture are in every case subject to approval by an officer of Henke. The agreement set forth herein supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted to Henke by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein.
- Work produced at Buyer's request such as sketches, drawings, design, testing fabrication, and materials shall be charged at current rates.
- Any custom orders generated from this quotation (orders for products that need to be designed) will be non-cancelable once they are released for production. Additional production time may be required. Please consult with sales for production time upon order placement.
- Orders regularly entered cannot be canceled except upon terms that will compensate Henke for any loss or damage sustained. Such loss will be at a minimum of 10% of the purchase price. The buyer agrees that it shall inspect the equipment immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Henke in writing of any non-conformity or defect. The buyer further agrees that failure to give such prompt notice or the commercial use of the equipment shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance.
- Henke reserves the right to change manufacturing specifications and procedures without notice, in accordance with its product improvement policy.
- Henke's standard warranty (12 months for parts and flat rate labor) shall apply unless otherwise noted. The product must be registered for the 24-month warranty to be in effect.
- This quote provides for no hydraulic components & controls other than those mentioned. Dealers must assume that items not in this quote will not be provided.

The above prices, specifications, and all attached terms and conditions are hereby accepted as part of this agreement.

Henke Manufacturing is authorized to supply the equipment and services as specified to:

Note: All purchase orders must reflect this quote number on the PO => Q-03376

Signature: _____

Printed Name: _____

PO: _____

Requested Ship Date: _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING PURCHASE OF REAL PROPERTY

WHEREAS, once a year the Vermilion County Trustee conducts an auction of real property located in Vermilion County; and,

WHEREAS, the Trustee has acquired these properties due to delinquent property taxes; and,

WHEREAS, the City may have an interest in properties to be included in the auction; and,

WHEREAS, City staff identified properties which they felt would be beneficial for the City to acquire, said properties being adjacent to other city-owned property or which would otherwise allow for future beautification or other projects; and,

WHEREAS, the minimum bid price for the purchase of any property included in the auction is $800.00, which together with a recording fee of $50.00, represents an amount that reimburses the Trustee for the closing costs to place the property in the auction; and,

WHEREAS, since the purchase of these properties would be for the minimum bid the requirements of Section 30.07 should be waived.

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

SECTION 1: The requirements of Section 30.07, concerning the purchase of real estate, are hereby waived.

SECTION 2: The Mayor, or his designee, is hereby authorized to sign any documents and do all things necessary to complete the acquisition of the following parcels of real estate. The Comptroller is authorized to release and pay over the necessary funds to complete the acquisition of the parcel, to be paid for from line item 310-310-00-54177, Community Reinvestment Fund-Community Investment budget:

Parcel 1: EDGEWOOD 14TH ADD L386
PIN: 23-03-202-037
Edgewood Park Circle
Road closure

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

PASSED this 20th day of October, 2020, by ___ ayes, ___ nays and ___ absent.

APPROVED:

By:_____
Mayor

ATTEST:

By:_____
City Clerk

VERMILION COUNTY TAX AGENT

TELEPHONE (618) 656-5744
TOLL FREE (800) 248-2850
FACSIMILE (618) 656-5094

141 ST. ANDREWS AVENUE
P.O. BOX 96
EDWARDSVILLE, ILLINOIS 62025

October 05, 2020

City of Danville
17 W. Main Street
Danville, IL 61832

Transaction Number: 1020924
Parcel Number: 23-03-202-037

Dear City of Danville,

Enclosed is a purchase contract to enable the City of Danville to acquire the requested parcel. The purchase price is based upon the minimum cost of acquisition and conveyance thru the county's Tax Liquidation Program.

Please return **the signed contract** along with a check in the amount of $800.00 payable to the Vermilion County Trustee Payment Account to the address shown above. This amount is made up of $750.00 for purchase plus $50.00 for recording.

Upon approval by the County Board Chairman, we will return an acknowledged copy of the purchase contract and process the conveyance. If this property is being purchased for demolition, please notify the Assessor in your county and apply for an exemption when the demolition is complete. If you have any questions, please contact me.

Sincerely yours,
Kim Wildhaber

Kim Wildhaber

TRANSACTION NO. 1020924

PURCHASE CONTRACT

SELLER: Vermilion County, As Trustee **PURCHASER: City of Danville**

SUBJECT PROPERTY: 23-03-202-037

TOTAL CONSIDERATION (Purchase Price + Recording Fee): $800.00

SELLER agrees to sell and PURCHASER agrees to purchase, the SUBJECT PROPERTY for the TOTAL CONSIDERATION payable on execution hereof.

SELLER will convey and quitclaim the SUBJECT PROPERTY to PURCHASER within 90 days after the date hereof. The deed will be returned to PURCHASER directly from the Office of the Recorder of Deeds after recording.

SELLER makes no warranty or representation, of any kind or nature, as to the condition of title to the SUBJECT PROPERTY or as to the physical condition of any improvement thereon, each of which PURCHASER accepts "as is" and with all faults.

SELLER hereby grants to PURCHASER all of SELLER'S right of possession of the SUBJECT PROPERTY and any improvement thereon, and PURCHASER assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold SELLER harmless and indemnified from any claim arising out of the condition thereof, as of this date. No personal property is sold or purchased hereunder.

PURCHASER hereby assumes all taxes and assessments upon the SUBJECT PREMISES begining January 1 of the year 2021.

PURCHASER may, at its expense and option, obtain such title reports and surveys as to the SUBJECT PREMISES as PURCHASER may desire. PURCHASER shall advise SELLER in writing within 30 days after date hereof concerning any defect in the condition of title disclosed by such reports or surveys and rendering the title unmarketable. In the event of such notice, the conveyance to PURCHASER shall be delayed pending SELLER'S efforts to resolve the same. In event SELLER is unable or unwilling to cure such defects within a reasonable time after notice thereof, PURCHASER may elect to cancel and terminate this agreement and the rights and obligations of the parties hereunder; and in such event, SELLER shall refund to PURCHASER all sums paid hereunder if PURCHASER shall so elect. Failure to notify SELLER of any objectionable title defect as above said shall constitute a waiver thereof.

Neither of the parties hereto may assign or delegate the rights or obligations of such party hereunder without the prior express written consent of the other. All notices to the parties concerning the subject hereof shall be transmitted to the addresses set forth below their respective signatures.

Dated this _____ day of _____, 2020.

SELLER:

By: _____

SELLER ADDRESS:
c/o Delinquent Tax Agent
P. O. Box 96
Edwardsville, IL 62025-0096

PURCHASER:

By: _____

PURCHASER ADDRESS:
City of Danville
17 W. Main Street
Danville, IL 61832

10-A

RESOLUTION NO.: xxxx

A RESOLUTION APPROVING CONTINGENCY PAYMENT AND AUTHORIZING BUDGET AMENDMENT TO THE FISCAL YEAR 2020-2021, FINANCE (011) BUDGET

WHEREAS, the City of Danville, through Resolution 2019-74, approved an agreement with the Azavar Government Solutions to provide Franchise Fee Revenue and Contract Compliance Reviews on a contingency-payment model; and,

WHEREAS, Azavar has identified entities within city corporate limits whose sales tax was not being attributed to the City of Danville and facilitated registering the entities with the Illinois Department of Revenue resulting in additional sales tax revenue of $73,017.73 from January 2020 to July 2020; and,

WHEREAS, Azavar has performed a compliance review on our Comcast Franchise Fee agreement and identified gross revenue errors and recuperated revenue for the city in the amount of $4,693.82; and,

WHEREAS, Azavar has performed a compliance review on our AT&T Telecommunications agreement and identified tax errors and recuperated revenue for the city in the amount of $19.90 per month. Azavar was able to obtain a refund going back 36 months for the overcharging of taxes;

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

SECTION 1. The Contingency Payment submitted by Azavar in the amount of $32,857.98 is hereby approved.

SECTION 2. The Fiscal Year 2020-2021 Annual Budget shall be amended and Finance line Item 001-011-00-52106 Azavar Contingency Payments will be created, to be funded, $35,614.52, from the General Fund Reserves.

SECTION 3. Funds for the contingency payment shall be paid for with line item 001-011-00-52106 Azavar Contingency Payments.

SECTION 4. The Mayor or his designee, Comptroller and City Clerk are hereby authorized, respectively to execute and attest any documents required to complete payment on behalf of the City.

SECTION 5. This Resolution shall take effect upon its passage and publication.

PASSED this 20th day of October, 2020, by __ Ayes, __ Nays, and __ Absent.

APPROVED:

By:_____
Mayor

ATTEST:

By:_____
City Clerk

AZAVAR Project Totals

		$ 79,143.38	$ 35,614.52	$ 43,528.86
Revenue Source	**Line Item**	**Revenue Gained**	**Azavar Fees**	**Net Revenue**
Comcast Franchise Fee	001-011-00-46040	$ 4,693.82	$ 2,112.22	$ 2,581.60
AT&T Telecommunications Cost - retroactive	302-302-00-46059	$ 716.40	$ 322.38	$ 394.02
AT&T Telecommunications Cost - monthly for 36 months	302-302-00-46059	$ 717.40	$ 322.83	$ 394.57
Sales Tax	001-011-00-46003	$ -	$ -	$ -
Sales Tax	001-011-00-46003	$ 663.97	$ 298.79	$ 365.18
Sales Tax	001-011-00-46003	$ 36,807.05	$ 16,563.17	$ 20,243.88
Sales Tax	001-011-00-46003	$ 35,544.74	$ 15,995.13	$ 19,549.61
Sales Tax	001-011-00-46003	$ -	$ -	$ -
				$ -

RESOLUTION NO. 2019-74

A RESOLUTION APPROVING AN AGREEMENT BETWEEN AZAVAR GOVERNMENT SOLUTIONS AND THE CITY OF DANVILLE

WHEREAS, the City of Danville (City) approved Resolution No. 2010-132 entering into a Cable Television Franchise Agreement (Agreement) with Comcast of Illinois/Indiana/Ohio, LLC (Comcast) on November 2, 2010 for a period of 10 years; and

WHEREAS, the Agreement in Section 5.2 *Franchise Fees Subject to Audit*, and according to the audit standards set forth in the *Illinois Municipal Code at 65 ILCS 5/11-42-11.05* (Municipal Franchise Fee Review), allows for the City, or City's designee, to inspect the Grantee's financial records; and

WHEREAS, Azavar Government Solutions, Inc. (Azavar) provides Franchise Fee Revenue & Contract Compliance Reviews on a contingency-payment model; and

WHEREAS, the City of Danville (City) wishes to enter into an agreement with Azavar to act as the City's designee and to conduct a contingency based review of the Cable Television Franchise Agreement between Comcast and the City.

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

1. The Agreement between Azavar Government Solutions, Inc. and the City of Danville is approved.

2. The Mayor and City Clerk shall be authorized to execute and attest the Agreement on behalf of the City.

3. This resolution shall take effect upon its passage and publication.

PASSED this 2nd day of July, 2019, by 13 Ayes, 0 Nays, and 0 Absent with 1 Vacancy.

APPROVED:

BY: Richard W. Williamson Jr.
Mayor

ATTEST:

BY: Lisa M. Morrison
City Clerk

ADOPTED CITY OF DANVILLE JUL 02 2019

POSTED PUBLICLY JUL 03 2019

CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into by and between Azavar Audit Solutions, Incorporated, an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Danville an Illinois municipal corporation having its principal place of business at 17 West Main Street Danville, Illinois 61832 ("Customer").

1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data audit, compliance management, and management consulting services ("Services") in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:

(a) Azavar shall undertake a Municipal Audit Program on behalf of the Customer. As part of the Municipal Audit Program Azavar shall, on behalf of the Customer, separately review and audit each fee, ordinance, contract, franchise agreement, utility tax, locally administered taxes or fees, locally imposed occupation tax, ad valorem tax, excise tax, taxpayer, franchise fee, utility service fee, intergovernmental or other remittances to the Customer, and expense imposed by or upon the Customer within the Customer's corporate boundaries ("Audits") including, but not limited to local businesses, electric, gas, cable, telecommunications, refuse, and water providers ("Providers") on behalf of the Customer. Azavar shall review during the course of its work for the Customer, Customer ordinances, contracts, receipts, addresses and databases, including any of the aforementioned items, whether administered locally, by the state or federal government, by any other government or non-government organization, or by any other third-party, revenues relating to state and local sales/use/occupation taxes, including amusement taxes, business license/registration databases and revenue, and any other locally authorized fees and/or licenses, including liquor licenses. Azavar shall review and audit, food, beverage, and/or liquor taxes and/or fees and hotel, motel, bed, and/or transient occupancy taxes where applicable to the Customer. Azavar shall review and consult Customer on areas to enhance, increase, or maximize Customer revenues including, but not limited to, previous, existing, or new ordinances, agreements, or third-party contracts. Should the Customer own or operate its own utilities including electric, natural gas, water or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities.

(b) The purpose of each audit is to determine past, present, and future taxes, franchise fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and Illinois state law, the Customer's own local ordinances and databases, and the franchise agreements, contracts or bills between Customer and Providers are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits findings of monies paid, due, or potentially due to the Customer for review by the Customer ("Findings"). Where already allowable by existing Customer contracts or agreements or Federal, State, or local laws or ordinances, this Agreement authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 3 of this Agreement, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days.

(c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or franchise agreements related to any Audits as contemplated under this Agreement without Azavar's prior written consent.

(d) In order to perform the Audits, Azavar shall require full access to Customer records and Provider records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Providers. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Providers when requested by Azavar. Customer shall notify Azavar of any Provider requested meetings with Customer and shall include Azavar in said meetings.

(e) During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific Provider audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof.

(f) Customer acknowledges that each Provider is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a Provider will take to limit its responsibility or liability during the audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees on a time and materials basis for that audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits;

(g) The first audit start date is expected to be within no later than thirty (30) days from the date of this Agreement unless changed and approved by the Customer's Audit Primary Contact and Liaison;

(h) Each audit is expected to last at least six (6) months. Each subsequent audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping audit work may take place at the discretion of Azavar. Audit timelines are set at the discretion of Azavar;

(i) Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and Liaison and will occur approximately every quarter;

(j) Jason Perry, Municipal Audit Program Manager, and Azavar specialists will be auditors under this agreement. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

1.2 Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and reasonably necessary office supplies for Consultants working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be the Audit Primary Contact and Liaison. The Customer's Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to this audit and will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an audit, will adversely affect the audit timeline and successful recovery of funds. Customer's staff shall be available for meetings and participation with Providers to properly verify records and recover funds.

2. INDEPENDENT CONTRACTOR. Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall designate Azavar as Power of Attorney with the Illinois Department of Revenue solely for the purpose of reviewing data provided by the Illinois Department of Revenue.

3. PAYMENT TERMS.

3.1 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Any invoice not disputed in writing by Customer within thirty (30) days after the receipt of such invoice shall be considered approved by the Customer. Customer shall remit payment to Azavar in accordance with the Local Government Prompt Payment Act. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice Azavar, at its discretion, may accelerate all payments due under this Agreement and seek recovery of all estimated fees due to Azavar based on Findings. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the customer. Contingency payment terms are outlined below. If Customer negotiates, abates, cancels, amends, delays, or waives, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.

3.2 Customer shall pay Azavar an amount equal to forty-five (45) percent of any new revenues or prospective funds recovered per account or per Provider for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any retroactive funds, any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Provider. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Provider data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.

3.3 As it pertains to Customer expenses, utility service bill and cost Audits, Customer shall pay Azavar an amount equal to forty-five (45) percent of prospective savings approved by Customer for thirty-six (36) months following the date savings per Provider is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of said refunds or credits recovered for or received by Customer from any Provider. All contingency fees paid to Azavar are based on determinations of savings by Azavar including Provider data and regulatory filings. All savings after the subsequent thirty-six (36) month period for each service provider individually will accrue to the sole benefit of the Customer.

3.4 To the extent that any payment is due to Azavar after April 30, 2023 (the "Illinois Date"), this Section 3.4 shall apply:

(a) Azavar shall estimate the total amount due after the Illinois Date and shall bill Customer for this amount on or before one (1) day before the Illinois Date, with a due date of the Illinois Date.

(b) Notwithstanding the due date of the Illinois Date, Azavar shall toll all contractual and statutory remedies (including the Local Government Prompt Payment Act.) for nonpayment until sixty (60) days following the Illinois Date.

(c) If Customer signs a new contract (or contract amendment) with Azavar on or before sixty (60) days following the Illinois Date, payment terms shall revert those that would have applied in the absence of this Section 3.4.

(d) If Customer does not sign a new contract (or contract amendment) with Azavar on or before sixty (60) days following the Illinois Date and has not paid the bill that was due on or before one (1) day before the Illinois Date within sixty (60) days following the Illinois Date, Customer shall be in default, retroactive to the Illinois Date and agrees that the Local Government Prompt Payment Act is applicable and has not been waived by Azavar.

(e) Both Azavar and Customer agree that neither party is admitting or acknowledging that 65 ILCS 5/8-1-7(a)-(b) is or is not applicable to this Agreement and both Azavar and Customer agree that this Agreement shall not be used in support of an argument for or against such applicability.

4. CONFIDENTIAL INFORMATION

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include:

(i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (iv) information subject to disclosure under Illinois' Freedom of Information Act (5 ILCS 140/1 *et seq.*).

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under the Statement of Work hereto.

5. INTELLECTUAL PROPERTY

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. TERMINATION

7.1 This Agreement shall be effective upon execution by both parties and shall remain in effect for a period of sixty (60) months thereafter (the "Initial Term"). This Agreement shall automatically renew on an annual basis (the "Renewal Terms") each year and shall continue thereafter until terminated by Customer or Azavar. Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.

7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. NOTICES. Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar	If to Customer
General Counsel Azavar Audit Solutions, Inc. 55 East Jackson Boulevard, Suite 2100 Chicago, Illinois 60604	City Attorney City of Danville 17 West Main Street Danville, Illinois 61832

9. ASSIGNMENT. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. USE OF CUSTOMER NAME. Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.

11. COMPLETE AGREEMENT. This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.		CUSTOMER	CITY OF DANVILLE, ILLINOIS
By		By	Richey Z Williams Jr.
Title	President	Title	Mayor
Date	7/13/19	Date	July 3, 2019
			Res. No. 2019-74

Azavar Audit

55 East Jackson Blvd.
Suite 2100
Chicago, IL 60604

Invoice

Date	Terms	Due Date
9/24/2020	Net 30	10/24/2020

Bill To

City of Danville
Shelley J Scott, CPA,CFE
17 West Main Street
Danville, IL 61832

Invoice #	151216
Billing Period	01/2020 - 07/2020
Project	DVL/006 - Sales Tax Audits
Project Manager	Scott Shamberg

Quantity	Description	Rate	Amount
1	Contingency payment as contracted (see attached itemization)	32,857.98	32,857.98

Please remit payment to
AZAVAR
55 East Jackson Blvd.
Suite 2100,
Chicago, IL 60604

Thank you for choosing Azavar Audit Solutions. Please refer all inquiries to accounting@azavar.com

Total	$32,857.98
Payments/Credits	$0.00
Balance Due	$32,857.98

AZAVAR

Local Government Audit Program Contingency Billing Itemization

Client Code: **DVL- 006 / Sales Tax Review**
Email: amassey@cityofdanville.org

On-Going Billing

Date of Update	Client ID	Utility Taxpayer	Payment Number	Of Total Payments	Recovery Amount	Collection Period*	Contingency Percentage	Note	Payment Type	Due To Azavar
Feb-20	Sales Tax Address Corrections	IDOR	1	36	$ 73,017.73	Jan-20	45.00%		Future Recovery	$ 32,857.98
Feb-20	Sales Tax Address Corrections	IDOR	2	36		Feb-20	45.00%		Future Recovery	
Feb-20	Sales Tax Address Corrections	IDOR	3	36		Mar-20	45.00%		Future Recovery	
Feb-20	Sales Tax Address Corrections	IDOR	4	36		Apr-20	45.00%		Future Recovery	
Feb-20	Sales Tax Address Corrections	IDOR	5	36		May-20	45.00%		Future Recovery	
Feb-20	Sales Tax Address Corrections	IDOR	6	36		Jun-20	45.00%		Future Recovery	
Feb-20	Sales Tax Address Corrections	IDOR	7	36		Jul-20	45.00%		Future Recovery	

Payment Due to Azavar: $ 32,857.98

** Utilities normally have a 30-day collection and 30-day remittance period. For example a tax collected during the month of January would likely be remitted to a community at the end of February or at the beginning of March. In this example January would be the collection period and February would be the remittance period. Azavar attempts to bill for an update when the funds generated by that update is first received by a community. That is Azavar bills at the end of the remittance period for which a community receives funds from an update.*