Monday, November 2, 2015
5:30 PM

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Approval of Minutes

Minutes of October 19, 2015 City Council Meeting

III. Unfinished Business

IV. New Business

1. Proclamations and Recognitions

2. Resolution Urging Illinois State Leaders to Release Non-General Fund Revenues Payable to Local Governments
3. Ordinance Annexing Territory--1464 French's Lane
4. Resolution Authorizing City Manager to Sign Agreement with BlueCross BlueShield of Illinois for Administration of City's Group Helath Benefit Plans
5. Resolution Accepting the Bid of Jackson Ford, Decatur, IL, for the Purchase of Two (2) Ford 2016, Interceptor Mid-Size Utility Vehicles
6. Resolution Appointing City Treasurer and City Manager as Agents Pursuant to Investment Management Agency Agreement between Regions Bank and City of Decatur
7. Consent Calendar: Items listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. If separate action is desired on any item, it will be removed from the Consent Calendar and considered separately.

   A. Receiving and Filing of Minutes of Boards
   B. Resolution Approving Appointments to the Decatur Civic Center Board

8. Appearance of Citizens

   Policy relative to Appearance of Citizens:

   A 15 minute time period is provided for citizens to appear and express their views before the City Council. Each citizen who appears will be limited to 3 minutes. No immediate response will be given by City

Council or City staff members. Citizens are to give their documents to the Police Officer for distribution to the Council.

9. Other Business

V. Recess to Study Session

City Manager's Six Month Report of Progress, Goals and Priorities

VI. Recess to Closed Executive Session for the Purpose of Discussing Collective Bargaining Matters

VII. Adjournment

Council Information - Lake Decatur Watershed Protection Program – 3rd Quarter

Council Informational Memorandum Communicating the Condition of the Firefighter Pension Fund for the Year Ended December 31, 2014

CITY COUNCIL MINUTES
Monday, October 19, 2015

On Monday, October 19, 2015, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Decatur Civic Center Theater, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided; together with her being Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory Pat McDaniel and Dana Ray. Seven members were present. Mayor Moore Wolfe declared a quorum present.

City Manager Tim Gleason, attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance to the Flag.

The minutes of October 5, 2015 City Council meeting were presented. Councilman Jerry Dawson moved the minutes be approved as written; seconded by Councilman Pat McDaniel, and on call of the roll, Councilmen Jerry Dawson, Bill Faber, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Chris Funk abstained. Six ayes and one abstention. Mayor Moore Wolfe declared the motion carried.

This being the time set aside for unfinished business and there being none, Mayor Moore Wolfe called for New Business.

This being the time set aside for Proclamations and Recognitions Mayor Moore Wolfe welcomed 12 German students and their teacher from Seevetal Germany with the Sister Cities program.

Mayor Moore Wolfe acknowledged that the Decatur Leadership Institute students were in the audience.

2015-55 Ordinance Approving Lease and Buy-Back Agreement 1221 East Condit Street

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Dana Ray. Councilman McDaniel said he was going to vote for the item but he had some concerns since we were not involved in these other buildings. On call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

2015-56 Ordinance Rezoning Property R-1 Single Family Residence District to M-2 Heavy Industrial District 4491 East Reas Bridge Road.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Dana Ray. On call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

2015-57 Ordinance Vacating Public Alley Right-of-Way 2100 Blocks North Water and Main Streets.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Lisa Ray. On call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor called for the Public Hearing on the City of Decatur/Evergreen Hospitality LLC Redevelopment Agreement.

City Manager Tim Gleason gave an overview of the development.

No comments from the Council or Public the Mayor Closed the Public Hearing.

R2015-116 Resolution Authorizing Redevelopment Agreement Evergreen Hospitality, LLC.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Dana Ray. Councilman Chris Funk explained his employer does business with Mr. Horve and while they are not involved with this project he was going to abstain to avoid the appearance of any conflict. Councilman Pat McDaniel stated he could not go along with giving the incentives. City Manager Tim Gleason spoke about the hotel opportunity at this location. Assistant City Manager Billy Tyus said the agreement would be approximately three percent of the cost of the project. Mr. Faber stated resentment at being threatened by entities to move projects somewhere else. City Manager Tim Gleason said Mr. Horve never approached the City to move the project elsewhere. On call of the roll, Councilmen Jerry Dawson, Lisa Gregory, Dana Ray and Mayor Moore Wolfe voted aye. Councilmen Bill Faber and Pat McDaniel voted Nay. Councilman Chris Funk abstained. Four ayes, two nays, and one abstention. Mayor Moore Wolfe declared the motion carried.

2015-58 Ordinance Rezoning Property R-3 Single Family Residence District and B-1 Neighborhood Shopping District to M-1 Intense Commercial/Light Industrial District 1223, 1260, 1270, 1280 and 1290 West Grand Avenue 1390 North Fairview Avenue.

Councilman Dana Ray moved the Ordinance do pass; seconded by Councilman Jerry Dawson. On call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

2015-59 Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method Within a Certain Area in the City of Decatur.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Pat McDaniel. On call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Ordinance Rezoning Property R-1 Single Family Residence District, R-2 Single Family Residence District, R-3 Single Family Residence District, R-5 Two-Family Residence District to PD Planned Development District 125 West Ash Avenue, 112, 130, and 156 West Oak Lane, 4173 and 4183 North Water Street.

City Manager Tim Gleason made opening remarks regarding the development.

Attorney Ed Flynn, representing Aldi's, said Aldi's would like to go forward with the petition. This development would have a huge financial impact in this community. Aldi's currently generates $84,000 per year in sales tax and the new development would generate approximately $120,000 per year in sales tax. The areas the Council would

have to consider are the storm water drainage, utilities, compatibility of neighborhood, and traffic. Attorney Flynn spoke about the difficult economic times the City of Decatur and the State of Illinois are in. He explained that the Equalized Assessed Value went down by $94,040,707 from 2011 to 2014. The City of Decatur decreased their work force by 66 people. Councilman Bill Faber inquired about the presence of an Aldi's at Rt. 51 and Ash and if that would decrease property values in that area. Attorney Flynn didn't think there would be an immediate effect on those property values. Aldi's would be a good community neighbor. Councilman Faber asked if there was an alternate location for this development. Attorney Flynn explained that Aldi's goal is to be on Rt. 51. This is the only location that Aldi's is considering. Councilman Pat McDaniel inquired about how much projected sales was going to come from Walmart. Councilman McDaniel said only four citizens had approached him over the past three months in favor of the development; most citizens opposed the project. Attorney Flynn explained Walmart carries products that other companies don't.

Mike Roush, Director of Real Estate with Aldi's, read a statement regarding the proposed Aldi's project. Councilman Bill Faber asked Mr. Roush about his comment at the Plan Commission meeting regarding moving the store to Forsyth if this plan was not approved and it sounds like Aldi's is taking a step back and may be trying to find a middle ground. Mr. Roush said that Aldi's did not find it appropriate to make a threat to a municipality.

Ryan Vliek, Professional Engineer, explained the storm water drainage design was approved by both the City staff and the Illinois Department of Transportation (IDOT). The Aldi's design would reduce the storm water runoff into the IDOT system.

Luay Aboona, Traffic Engineer with KOLA, who prepared the traffic report study at Water and Ash, believed that the traffic impact from Aldi's would be absorbed. Councilman Jerry Dawson inquired about the design to elevate the traffic backed up on Ash. Mr. Aboona said the left turn lane was designed to allow those vehicles to turn into Aldi's once the light turns green. Councilman Dawson is concerned about the 90 degree turn going out of Aldi's and the traffic on Ash. Mr. Aboona explained the design was going to maintain the flow of traffic. Councilman Pat McDaniel inquired about delivery trucks turning around in Walmart's parking lot. Attorney Ed Flynn explained Oak Street is going to be widened. Delivery trucks coming from the south are going to use the road in front of Walmart and Panera's.

Mayor called for citizens to come to the podium and speak.

Russell Shulkey asked Council to not allow another business to slip away.

Edward Dawson asked Council to keep Decatur pride of the prairie and don't take away the upscale neighborhood. Mr. Dawson asked Council to take a stand and say they wanted to keep Decatur businesses but not at the expense of the tax payers.

Jacquelin Goetter asked the Council to reject the proposed plan for Aldi's. Ms. Goetter suggested Aldi's look at other high traffic volume areas in Decatur. The property values would decline if this project goes through. Decatur has lost 9% of its population since 2000. Decatur should grow like surrounding communities. We should preserve the neighborhoods we have. Ms. Goetter hoped Council would vote no to save the neighborhood.

Jeff Forbes spoke on behalf of his parents Jim and Barb Forbes. Mr. Forbes opposed the project because of several safety issues and quality of life issues that would negatively impact the neighborhood and community. The Police Department recorded 60 accidents from 2012 to September 2015. Ash Avenue is not designed for commercial traffic. Mr. Forbes requested Council to not rezone the property.

Julie Bresnan provided photographs of the traffic backed up sometimes 25 to 28 cars deep and pictures of the homes that would be destroyed. The new Aldi's entrance and exit would be directly across from her driveway and she was concerned how she would back in and out of her own driveway. Parking along the street would be eliminated and that would put the outside driving lane right next to the sidewalk. The homes would go down in value and the residents fear for their safety when they walk. Ms. Bresnan did not want the corner rezoned and said this was a fight to save her neighborhood.

Macky Spurlock lives at the corner of MacArthur and Ash and had consistently addressed traffic issues. Her grandchildren are not allowed to play in the front yard because it is not safe because the traffic is so heavy. Cars do line up at the light. This would be a problem that will not go away. Ash Avenue already is an overburdened street and she is not sure it can handle any more. Everyone comes down Ash to get to Rt. 51. Mrs. Spurlock was not opposed to progress but she didn't believe this was the right place for this expansion. Mrs. Spurlock urged Council to vote no to the rezoning; let their neighborhood continue to be a neighborhood.

Bobby Hobaugh stated the semi-trucks were going to be up in everyone's yards. Mr. Hobaugh read a letter he received from the City's Legal Department regarding a written protest filed with the City. Mr. Hobaugh called the Legal Department and he was unclear as to what he had to do to be in compliance. Please vote no on the rezoning.

Dan Wise spoke about all the empty buildings in Decatur and asked why some of those buildings couldn't be used so families wouldn't have to be uprooted.

John Dunn said Decatur is a genuine family. Mr. Dunn said he knows what it is like for Decatur to suffer a serious wound because he was the last surviving member of the City Council that voted on the Hickory Point Mall. The Aldi's project is a wound to the family. Mr. Dunn asked Council to vote no.

Allen Illisis shared there was no reason for this rezoning. Mr. Illisis shared his concern about the traffic issues in the neighborhood and what will happen to the neighborhood if the rezoning passed.

Prescott Paulin shared that he believes a grocery store provides a connection to community. Mr. Paulin asked Council to consider the facts not just the emotions and consider what we as a community can benefit from.

Sherry Procarione read excerpts from the Zoning Ordinance. Ms. Procarione gave some suggestions of other locations Aldi's could consider. Ms. Procarione covered several key points she had regarding the rezoning. She requested Council to consider not rezoning.

Jason Farmer, Store Manager of the Walmart Store, said Walmart does care and we are all in it together. Mr. Farmer couldn't say Rt. 51 is right for everyone; it is right for Walmart, but it is the Council's decision.

Susan Klukis said her backyard borders Burger King and she is used to the traffic going back and forth. When she heard Aldi's was interested in locating there she put up a fence for her protection and safety. She sometimes has had a 12 to 15 foot river in her back yard coming from Walmart recess and the highway that goes down to Stevens Creek. She has seen holiday traffic backed up and down the road.

Attorney Ed Flynn asked Council to consider not only the emotional aspects but also the financial impact on the community and hoped Council would support the rezoning.

Councilman Dana Ray asked the Traffic Engineer Luay Aboona if his opinion had changed after hearing the citizens today. Mr. Aboona explained that Ash Avenue is carrying more traffic than it's supposed to from a functional standpoint, but KOLA had already factored that into their analysis. There would be an increase of traffic but they believe it would be manageable and it could be absorbed. Councilman Ray specified the time between 4:00 p.m. to 7:00 p.m., which traffic would be significant for that neighborhood. Mr. Aboona explained traffic would be spread out over one peak hour.

Councilman Dana Ray asked Rick Marley, Public Works Director, what the redesign would do to future businesses locating there. Mr. Marley explained that Ash Avenue was originally designed as a residential street. If the intersection was going to be improved, it would be the State's decision.

Councilman Chris Funk had a number of inquiries from the public and he empathized with their position and respected it and he tried to make an objective decision. Ash Avenue has been very busy for a long time and it will get busier over time. Councilman Funk explained he has to make a decision for the City as a whole. He felt it was important to keep an open mind and let the process work. Councilman Funk was going to support the rezoning.

Councilman Bill Faber spoke about democracy in local government. He mentioned there is no council member in the north neighborhood. Councilman Faber requested the Planning Commission move the time of their meetings and spoke about the formation of the Plan Commission. Councilman Faber thanked the neighbors for the information they shared with him over the weeks. He believes in neighborhoods and would protect this exceptional Decatur neighborhood.

Councilman Dana Ray explained she has struggled with her decision. She didn't see traffic issues getting any better with the new development and the possibilities of other businesses going there. Councilman Ray was concerned about the loss of property taxes. She said she had to look at the common good of the entire community and she would support the rezoning as long as there would be other opportunities for her to address the traffic concerns.

Councilman Lisa Gregory shared her framework for a vision to a greater Decatur. She explained that she took a three pronged approach to her decision. She considered the environment of the area and as a business locates on that corner, over time, more businesses will want to locate there and the economics and social impact in making her decision. She thanked Mr. Flynn for sharing his work in the area of economics. Councilman Gregory believes the City's greatest asset is its citizens. Councilman Gregory explained that the economics did not outweigh the environment nor the social aspects and for those reasons she would not support the rezoning.

Councilman Pat McDaniel said we are responsible for economic development but we are also responsible for the quality of life of our citizens. He looked at the effects of this rezoning, the extremely busy intersection, and the potential for more accidents. There is balance at this intersection now with residential on one side and business on the other side. He did not want to see another Pershing or Eldorado. Councilman McDaniel said the City has an attractive corridor there now and why ruin it; he would vote no.

Councilman Jerry Dawson previously lived in that neighborhood and loves the neighborhood. The underlying issue is safety. Nobody lets their kids play on Ash. Councilman Dawson could not support the development.

Mayor Julie Moore Wolfe expressed her big concern was for the future and she didn't think it would be responsible for her to vote no because of her fiduciary responsibilities. Mayor Moore Wolfe cautioned that this corner is a most desirable economic development corner and in the future that is where development is going to come up again.

On call of roll, Councilman Chris Funk, Dana Ray, and Mayor Moore Wolfe voted aye. Councilman Jerry Dawson, Bill Faber, Lisa Gregory, and Pat McDaniel voted nay. Three ayes and four nays. Mayor Moore Wolfe declared the motion failed.

Mayor Moore Wolfe called for Consent Calendar Items A through C and asked if any Council member wished to have an item removed from Consent Calendar. Councilman Chris Funk requested Item C. be removed. The Clerk read Items A - B:

A. Receiving and Filing of Minutes of Boards
B. R2015-117 Resolution Authorizing Signatory Authority Illinois Municipal Retirement Fund Appointment of Authorized Agent

Councilman Pat McDaniel moved that Consent Calendar Items A - B be approved by Omnibus Vote; seconded by Councilman Jerry Dawson, and on call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Clerk read Item C:

C. Resolution Authorizing Mayor and City Manager to Execute a Professional Service Agreement with CliftonLarsonAllen, LLP for Auditing Services and Non-Audit Advisory Services

Councilman Chris Funk moved the Resolution do pass; seconded by Councilman Jerry Dawson. Councilman Chris Funk asked if and when the City periodically reviews the audit services and if the City ever put this out for bid. City Manager Tim Gleason said yes the City will and that was why the agreement was only for one year tonight. He explained the City had a relationship with CliftonLarsonAllen for the past two years. City Manager Gleason's vision is the City visits some of the professional service agreements every three to five years. Councilman Bill Faber got the materials on Thursday and he had some questions about the firm. Councilman Faber asked to possibly postpone this item so he could make his inquiries.

Councilman Faber made a motion to table the item; seconded by Councilman Dana Ray. On call of the roll, Councilman Bill Faber and Dana Ray voted aye. Councilman Jerry Dawson, Chris Funk, Lisa Gregory, Pat McDaniel and Mayor Moore

Wolfe voted nay. Two ayes and five nays. Mayor Moore Wolfe declared the motion failed.

Councilman Chris Funk moved the Resolution do pass; seconded by Jerry Dawson. On call of the roll, Councilman Jerry Dawson, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Councilman Bill Faber voted nay. Six ayes and one nay. Mayor Moore Wolfe declared the motion carried.

This being the time for Appearance of Citizens, the following appeared:

Jacob Jenkins, representing the Decatur Black Chamber of Commerce and concerned citizens of Decatur, said he was saddened by the action of the Council for their refusal to join the 21st Century and promote cultural diversity.

Allen Illisis thanked the Council for their vote regarding the redevelopment tonight. Mr. Illisis asked if there was any way to protect their neighborhood and make it stand up with the zoning because it is an established neighborhood.

Sherry Procarione had concerns about Enterprise Zones and incentive packages. She objected to using tax payers' dollars to get businesses to come.

This being the time for other business Councilman Bill Faber made a motion for a Study Session to raise Decatur's minimum wage to $10 an hour; seconded by Councilman Pat McDaniel; no third. The Mayor declared the motion failed.

Councilman Dana Ray made a motion for a Study Session to look at the number of video gaming parlors in Decatur; seconded by Councilman Jerry Dawson; third by Councilman Pat McDaniel. Mayor declared the motion carried.

Mayor called for Recess to Study Session.

Councilman Jerry Dawson moved to recess to Study Session for the Treasurer's Financial Report; seconded by Councilman Pat Dawson. On call of the roll Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Gregg Zientara, Finance Director, gave a brief report of the Treasurer's Financial Report.

Councilman Jerry Dawson moved to recess to Closed Executive Session for the purpose of a discussion regarding the purchase or lease of real property for the use of the public body; seconded by Councilman Dana Ray. On call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried. Council went into Closed Executive Session at 8:53 p.m.

There being no further business, Councilman Dana Ray moved the regular Council meeting be adjourned; seconded by Councilman Jerry Dawson, and hearing no objections Mayor Moore Wolfe declared the Council meeting adjourned at 9:45 p.m.

Approved _____
Debra G. Bright
City Clerk

City Clerk

DATE: 10/19/2015

MEMO: 2015-12

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager

SUBJECT: Resolution Urging Illinois Sate Leaders to Release Non-General Fund Revenues Payable to Local Governments

SUMMARY RECOMMENDATION: Staff recommends the resolution be approved.

ATTACHMENTS:

Description	Type
Resolution Urging Illinois State Leaders to Release Non-Gneral Fund Revenues Payable to Local Governments	Resolution Letter

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Bright, Debbie	Approved	10/29/2015 - 4:38 PM

Resolution No. R_____

Resolution Urging Illinois State Leaders to Release Non-General Fund Revenues Payable to Local Governments

WHEREAS, the State of Illinois has been operating without a Fiscal Year 2016 State budget since July 1, 2015; and

WHEREAS, the absence of a budget has resulted in the State withholding over $150 million in revenue owed to municipal governments for lack of appropriation authority; and

WHEREAS, critical local services, such as road construction, maintenance, and repair will remain underfunded until State leaders take action to release local Motor Fuel Tax Funds to municipalities; and

WHEREAS, many municipalities rely on State distributions of local revenue to fund many critical local government service and without these funds, the effectiveness of local government's service to its citizens will be diminished; and

WHEREAS, municipal budgets and basic services will be negatively impacted without the release of local Use Tax, video gaming fees, and casino fees.

NOW, THEREFORE BE IT RESOLVED by the Mayor and the City Council of the City of Decatur, Illinois, that we call upon the Governor and General Assembly to take action to immediately release all non-general fund revenues owed to local governments. These funds include revenues from the Motor Fuel Tax, Wireless Service Emergency Fund, Use Tax, Local Government Video Gaming Distributive Fund, and casino gaming;

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Governor, Senate President, Senate Minority Leader, House Speaker, House Minority Leader, and the Illinois Municipal League.

PRESENTED and ADOPTED this 2nd day of November, 2015.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

Public Works

DATE: 10/22/2015

MEMO: 2015-40

TO: **Honorable Mayor Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Richard G. Marley, P.E., Public Works Director

SUBJECT: **Ordinance Annexing Territory--1464 French's Lane**

SUMMARY RECOMMENDATION: Staff recommends that the subject annexation petition be approved.

BACKGROUND:
The subject property adjoins Decatur City limits on the north, west, and south. Property to the east is located in the County. The lot contains approximately 2.99 acres. The lot is improved with a residence. The following information is relevant to the areas in question:

1. City water is currently available and not connected to the subject property.

2. No additional public infrastructure or municipal services are needed or contemplated.

3. Decatur Fire response distance and time averages 3.7 miles and 7.5 minutes, respectively.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:
The plat and annexation request has been reviewed by Engineering, Finance, Fire, Legal, Macon County Health Department, Municipal Services Division, Planning & Building Services, Neighborhood Services, and Water Services. All of the reviewers recommend the annexation be approved.

STAFF REFERENCE: Richard Marley, Public Works Director and Matt Newell, City Engineer. Richard Marley will be in attendance at the City Council meeting to answer any questions of the council on this item.

BUDGET/TIME IMPLICATIONS: Based on the current assessed value, approximately $497 in real estate, $85 in motor fuel and $254 in state income taxes may be realized annually by annexing this property.

ATTACHMENTS:

Description	Type
Ordinance 2015-40	Ordinance
Plat 2015-40	Backup Material
Petition 2015-40	Backup Material
Vicinity Map	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Bright, Debbie	Approved	10/30/2015 - 10:16 AM

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
-1464 French's Lane-

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith, the petition under oath of Charles E. Kuhn and Valorie L. Budke requesting that there be annexed to the City territory described as:

Lot One(1) of French's addition, as per plat recorded in Book 5000, Page 18, of the Records in the Recorder's office of Macon County, Illinois

Permanent Index Number 17-12-28-401-012.

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

NOW THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

Section 5.

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of November, 2015.

_____

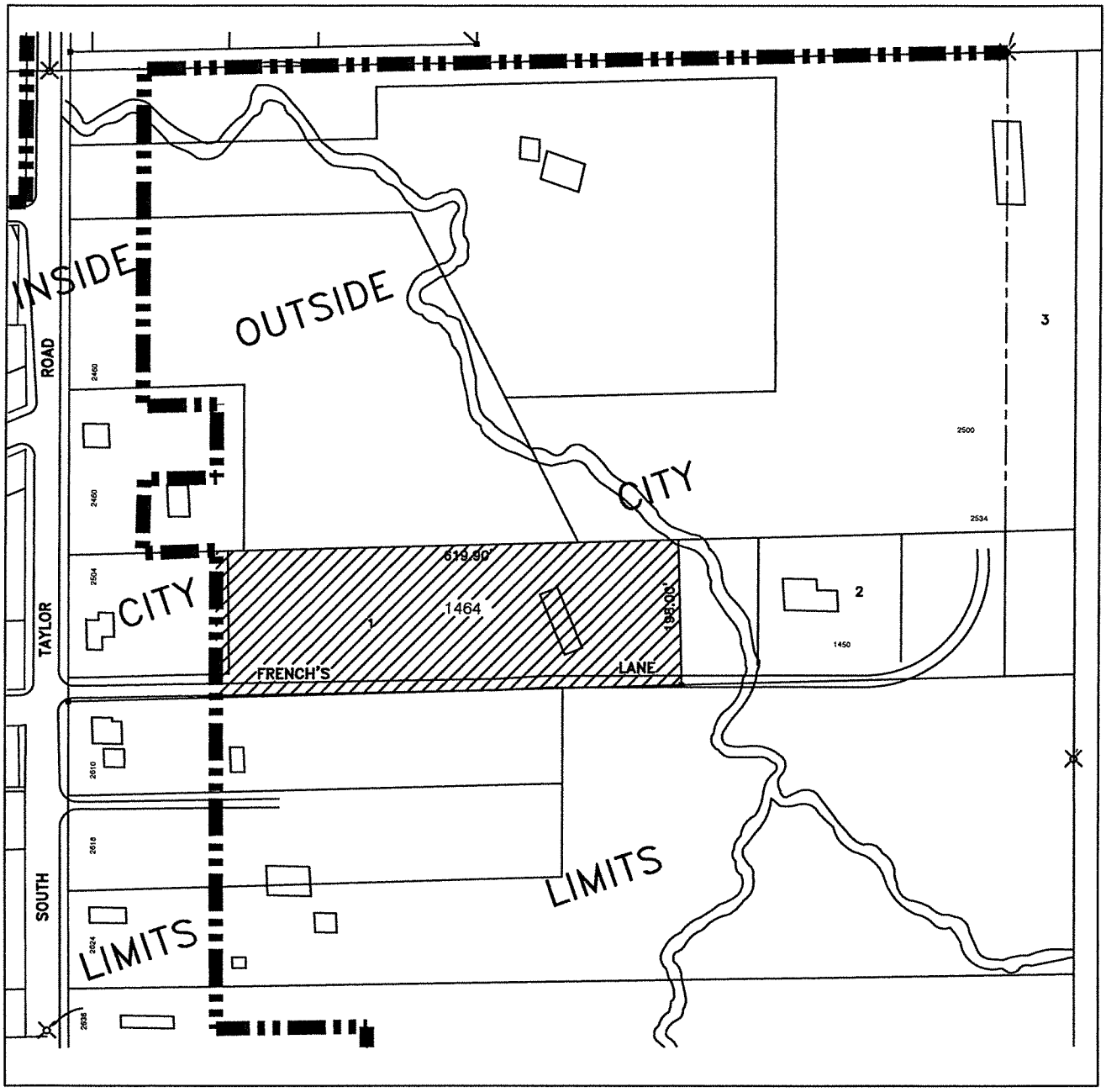
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

CITY CLERK

K:\CVCPW\Annexations\Unforced Annexations\1464 Frenchs Lane\1464 Frenchs Ln.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

1464 FRENCH'S LANE

indicates territory annexed

indicates existing corporate limits

2.986± acres

AREA 0.0047± sq. miles

_____ lin. ft. of public road

South Wheatland township

N.T.S.

MATTHEW C. NEWELL
062-048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

10-9-15

CITY ENGINEER – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062–048941
LICENSE EXPIRES NOV. 30, 2015

All dimensions shown hereon are dimensions of record. The annexation plat has been prepared from data in public records and legal descriptions provided by the petitioner. It is not the result of a survey performed on the ground.

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as **1464 FRENCHS LANE**, and legally described as follows:

LOT ONE (1) OF FRENCH'S ADDITION, AS PER PLAT RECORDED IN BOOK 5000, PAGE 18, OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-28-401-012

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Charles E Kuhn	KUHN, CHARLES E.	1464 French's Lane, Decatur, IL 62521
Valorie L. Budke	BUDKE, VALORIE L.	1464 French's Lane, Decatur, IL 62521

Signed and sworn to before me 2nd day of September, 2015

Naomi R. Burcham
Notary Public

(Rev. 12/2014)

OFFICIAL SEAL
NAOMI R. BURCHAM
Notary Public - State of Illinois
My Commission Expires 2/11/2019

Property Proposed to be Annexed
Vicinity Map for 1464 French's Lanes

Risk Management

DATE: 10/23/2015

MEMO: MEMORANDUM NO. 2015-017
TO: Honorable Mayor Moore-Wolfe and City Council

FROM: Tim Gleason, City Manager
Gregg Zientara, Director of Financial Management
Scott Clark, Risk Manager

SUBJECT: City Group Health Self INsurance

SUMMARY RECOMMENDATION:

Staff recommends that City Council approve the renewal of the administration of the City's self-insured group health benefit plans including claims administration, stop loss insurance, integrated care management, and disease management to BlueCross BlueShield of Illinois for period January 1, 2016 through December 31, 2016.

BACKGROUND:

The City Council on April 20, 2015 awarded the group health broker contract to JL Hubbard dba SBSi Semonis. The contract began on June 1, 2015 and one of the tasks for the broker was to secure an administrator for the City's self-insured group health benefit plans since the contract with BlueCross BlueShield of Illinois expires December 31, 2015.

SBSi Semonis has recommended the City renew with BlueCross BlueShield of Illinois for the period January 1, 2016 through December 31, 2016. The estimated fees for administration along with prior year's fees are outlined on the attached Program Administration Fees schedule.

BlueCross BlueShield of Illinois has been the City's self-insured group health administrator since January 1, 2008 and has been an excellent administrator for the group health benefit plans. BlueCross provides a number of benefits to City employees and retirees including the largest network of doctors and hospitals in and out of state.

From the J.D. Power 2015 Member Health Plan Study. BlueCross BlueShield of Illinois ranking of 699 is the highest among health plans in the Illinois–Indiana region. The national average was 679 for all plans in 18 regions of the United States.

POTENTIAL OBJECTIONS: None known.

INPUT FROM OTHER SOURCES:

Rick Semonis of JL Hubbard dba SBSi Semonis.

STAFF REFERENCE: For questions or comments regarding this item, contact Risk Manager Scott Clark at 424-2803 or Finance Director Gregg Zientara at 424-2702. Rick Semonis from SBSi Semonis will be present at the City Council meeting of November 2, 2015 to address any Council concerns.

BUDGET/TIME IMPLICATIONS:
Professional services are budgeted in the self-insurance fund for the administration of the group health benefit plans.

ATTACHMENTS:

Description	Type
Resolution BlueCross BlueShield	Resolution Letter
BlueCross BlueShield Administration Fees	Backup Material
BlueCross BlueShield Agreement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Risk Management	Bright, Debbie	Approved	10/29/2015 - 4:38 PM

RESOLUTION NO. R

RESOLUTION AUTHORIZING CITY MANAGER TO SIGN AGREEMENT WITH BLUECROSS BLUESHIELD OF ILLINOIS FOR ADMINISTRATION OF CITY'S GROUP HEALTH BENEFIT PLANS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the ASO Benefit Program and Stop Loss coverage presented herewith to the City Council between the City of Decatur, Illinois and BlueCross BlueShield of Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager be, and hereby, authorized and directed to sign said engagement agreement in substantially the same form as presented, on behalf of the City of Decatur, Illinois.

PRESENTED AND ADOPTED this 2nd day of November, 2015.

_____
Julie Moore-Wolfe, Mayor

ATTEST:

_____
CITY CLERK

CITY OF DECATUR GROUP HEALTH BENEFIT PLANS
BLUECROSS BLUESHIELD PROGRAM ADMINISTRATION FEES

	ACTUAL 2012	ACTUAL 2013	ACTUAL 2014	EST 2015	EST 2016
CLAIMS ADMINISTRATION	369,712	368,027	378,270	380,920	397,681
BROKER FEE	47,766	47,577	45,520	48,886	40,000
SPECIFIC STOP LOSS	265,339	297,528	335,427	353,921	407,072
AGGREGATE STOP LOSS	43,986	49,846	16,891	13,116	12,723
ACCESS FEE	80,233	78,055	73,509	65,187	87,257
RX CREDIT	-96,781	-96,663	-103,088	-96,494	-87,844
TOTAL FIXED COSTS	710,255	744,370	746,529	765,537	856,890

ASO

Benefit Program Application ("ASO BPA")

Applicable to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, hereinafter referred to as "Claim Administrator" or "HCSC"

Group Status: Renewing ASO Account

If former HCSC Insured Group converting to ASO, on what basis? Not applicable

Employer Account Number (6-digits): 022346

Group Number(s): P22346, P22347, P2348, P22349

Section Number(s): 0100, 0200, 0300, 0400, 8888

Legal Employer Name: City of Decatur

(Specify the employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must also be included. AN EMPLOYEE BENEFIT PLAN *MAY NOT* BE NAMED.)

ERISA Regulated Group Health* Plan: ☐ Yes ☒ No

If Yes, is your ERISA Plan Year a period of 12 months beginning on the Anniversary Date specified below? ☐Yes ☐ No
If no, please specify your ERISA Plan Year*: Beginning Date __/__/__ End Date __/__/__ (month/day/year)

ERISA Plan Administrator*:

Plan Administrator's Address:

If you maintain that ERISA is not applicable to your group health plan, please give legal reason for exemption:
Non-Federal Governmental Plan (Public Entity) ; if applicable, specify other: _____

Is your Non-ERISA Plan Year a period of 12 months beginning on the Anniversary Date specified below? ☒Yes ☐No
If no, please specify your Non-ERISA Plan Year: Beginning Date __/__/__ End Date __/__/__ (month/day/year)

For more information regarding ERISA, contact your Legal Advisor.
*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: 01/01/2016

Anniversary Date: Month/Year 01 / 2017

ACCOUNT INFORMATION

☒ **NO CHANGES** ☐ **SEE ADDITIONAL PROVISIONS**

Standard Industry Code (SIC): 9111

Employer Identification Number (EIN): 37-6001308

Address: #1 Gary K. Anderson Plaza

City: Decatur

State: IL

Zip: 62523

Administrative Contact: Linda Mendenall

Title: Group Administrator

Email Address: lmendenall@decaturil.gov

Phone Number: 217-424-2803

Fax Number: 217-424-2717

Subsidiaries:

Affiliated Companies:

(If Affiliated Companies listed above are to be covered, a separate "Addendum to the Benefit Program Application Regarding Affiliated Companies" must be completed, signed by the Employer's authorized representative, and attached to this Benefit Program Application.)

Blue Access for Employers (BAE) Contact: Linda Mendenall

(The BAE Contact is the Employee of the Account authorized by the Employer to access and maintain its account in BAE.)

Email Address: lmendenall@decaturil.gov

Phone Number: 217-424-2803

Fax Number: 217-424-2717

SCHEDULE OF ELIGIBILITY

☒ **NO CHANGES** ☐ **SEE ADDITIONAL PROVISIONS**

1. Eligible Person means:
   - ☒ A full-time employee of the Employer.
   - ☐ A full-time employee who is a member of: *(name of union)*
   - ☒ Other: Retired per labor agreement or admin policy

2. Full-Time Employee means:
   - ☒ A person who is regularly scheduled to work a minimum of 30 hours per week and who is on the permanent payroll of the Employer.
   - ☐ Other:

3. The Effective Date of termination for a person who ceases to meet the definition of Eligible Person:
   - ☒ The date such person ceases to meet the definition of Eligible Person.
   - ☐ The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.
   - ☐ Other:

4. Civil Union Partners covered:
   - i. ☒Yes. Check "Yes" if Employer is an Illinois county, municipality, the State of Illinois, subject to the Illinois School Code, a church plan or other non-ERISA plan. For such Employers, a Civil Union Partner and his or her dependents are automatically eligible to enroll for coverage and, once enrolled, eligible for continuation of coverage as described in the Employer's Plan. Skip to item 5 below.
   - ii. For all other Employers, ☐Yes ☐ No

     If yes: A Civil Union Partner and his or her dependents are eligible to enroll for coverage.

     If yes, are Civil Union Partners and his or her dependents eligible for continuation of coverage? ☐ Yes ☐ No

   The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for Civil Union Partners.

5. Domestic Partners covered: ☐ Yes ☒ No (skip to Question 6)

   If yes: A Domestic Partner is eligible to enroll for coverage.

   If yes, are Domestic Partners eligible for continuation of coverage? ☐ Yes ☐ No

   If yes, are dependents of Domestic Partners eligible to enroll for coverage? ☐ Yes ☐ No

   If yes, are dependents of Domestic Partners eligible for continuation of coverage? ☐ Yes ☐ No

   The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for Domestic Partners.

6. The Limiting Age for covered children is **Twenty-six (26) years,** regardless of presence or absence of a child's financial dependency, residency, student status, employment, marital status or any combination of those factors.

   If Employer is an Illinois county, municipality, the State of Illinois, or subject to the Illinois School Code, this Limiting Age is extended to **thirty (30) years**, for unmarried eligible military personnel as described in the Employer's Plan.

   To cover dependent children age twenty-six (26) and over other than unmarried eligible military personnel described above, you may select and complete option i. or ii. below:

   - i. ☐ The Limiting Age for covered children age twenty-six (26) or over,
     - ☐ who are unmarried
     - ☐ regardless of marital status,

     is _____ years. (Twenty-seven (27) through thirty (30) are the available options.)
   - ii. ☐ The Limiting Age for covered children **who are full-time students** and age twenty-six (26) or over,
     - ☐ who are unmarried
     - ☐ regardless of marital status,

     is _____ years (Twenty-seven (27) through thirty (30) are the available options.)

   Coverage based on the Limiting Age(s) elected above terminates on:
   - ☒ The birthday on which the Limiting Age is reached.
   - ☐ The last day of the calendar month in which the Limiting Age is reached.

   However, such coverage shall be extended in accordance with any applicable federal or state law.

7. **Select an effective date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan** (The effective date must not exceed 91 calendar days from the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted by applicable law.)

   ☒ The date of employment.
   ☐ The day of employment.
   ☐ The day of the month following month(s) of employment.
   ☐ The day of the month following days of employment.
   ☐ The day of the month following the date of employment.
   ☐ Other:

8. Enrollment:

   Special Enrollment: An Eligible Person may apply for coverage, Family coverage or add dependents within thirty-one (31) days of a qualifying event if he/she did not apply prior to his/her Eligibility Date or when eligible to do so. Such person's Coverage Date, Family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to termination of previous coverage, the date of application of coverage. In the case of a qualifying event due to loss of coverage under Medicaid or a state children's health insurance program, however, this enrollment opportunity is not available unless the Eligible Person requests enrollment within sixty (60) days after such coverage ends.

   Late Enrollment: An Eligible Person may apply for coverage, Family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when eligible to do so. Such person's Coverage Date, Family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.

   Open Enrollment: ☒ Yes ☐ No

   An Eligible Person may apply for coverage, Family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when eligible to do so, during the Employer's Open Enrollment Period.

   - Specify Open Enrollment Period: 12/1 to 12/31

   Such person's Coverage Date, Family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period.

9. Will extension of benefits due to temporary layoff, disability or leave of absence apply? ☐ Yes (specify number of days below) ☒ No (skip to question 10)

   Temporary Layoff: days Disability: days Leave of Absence: days

   However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with any applicable federal or state law.

10. ** Does COBRA Auto Cancel apply? ☐ Yes ☒ No

    Member's COBRA/Continuation of Coverage will be automatically cancelled at the end of the member's eligibility period.

    *** Not recommended for accounts with automated eligibility.*

LINES OF BUSINESS (Check all applicable products) ☒ **NO CHANGES** ☐ ***See Additional Comments***
Managed Care Coverage:
☒ Participating Provider Option (PPO)
☐ Point of Service (POS) (BlueChoice)
☐ BlueChoice Select
☐ Comprehensive Major Medical
☐ Base Plus
Consumer Driven Health Plan: ☐ Health Care Account (HCA) Administrative Services *(if purchased, complete separate HCA BPA)* ☐ BlueEdge FSA (Vendor: ConnectYourCare)
Outpatient Prescription Drugs: ☒ Outpatient Prescription Drug Program ☒ Covered under the medical benefit
☐ **Dental Coverage** ☒ **Blue Care Connection®** ☒ **Stop Loss** *(if purchased, complete separate Exhibit to the Stop Loss Coverage Policy)* ☐ **Dearborn National Life Insurance** *(if purchased, complete separate Life application)* ☐ **HCSC COBRA Administrative Services** *(if purchased, complete separate COBRA Administrative Services Addendum to the BPA)* ☐ **Blue Directions** (Private Exchange) *(If selected, the Blue Directions Addendum is attached and made a part of the Policy.)*

Additional Comments: _____

FEE SCHEDULE

Payment Specifications

☒ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

Employer Payment Method: ☐ **Online Bill Pay** ☒ **Electronic** ☐ **Auto Debit** ☐ **Check**

Employer Payment Period: ☐ **Weekly** (cannot be selected if Check is selected as payment method above)
☐ **Semi Monthly**
☒ **Monthly**
☐ **Other** (please specify) _____

Claim Settlement Period: ☒ **Monthly** ☐ **Other** (please specify) _____

Run-Off Period: Employer Payments are to be made for **12** months following end of Fee Schedule Period.
Standard is twelve (12) months.

Final Settlement: Final Settlement is to be made within 60 days after end of Run-Off Period.
Standard is sixty (60) days.

Fee Schedule Period

To begin on Effective Date of Coverage and continue for:
☒ 12 Months ☐ Other (please specify): Months

Administrative Charge(s)

☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

☒ Applies to all coverages
☐ Different percentage(s) or amount(s) for the following types of coverages. Please specify:

Subscriber Share Methodology for Illinois Network Provider Claims Applies: ☒ Yes ☐ No
(If no, a letter declining Subscriber Share Methodology for Claims processing must be attached to this Benefit Program Application.)

Administrative Charge Chart:
Each column can be used to differentiate rates between product types or employee tiers. All columns do not need to be used. All fees listed are per employee per month.

Administrative Per Employee per Month (PEPM) Charges

Product / Service	PPO			
Administrative Fee	$55.05	$_____	$_____	$_____
Commissions	$Net of commissions	$_____	$_____	$_____
Dental	$_____	$_____	$_____	$_____
Fiduciary	$_____	$_____	$_____	$_____
Rx Administrative Fee	$_____	$_____	$_____	$_____
*Prescription Drug Rebate Credit	$-12.16	$_____	$_____	$_____
Other: Select Service Category	$_____	$_____	$_____	$_____

List Service: _____				
Other: Select Service Category List Service: _____	$_____	$_____	$_____	$_____
Other: Select Service Category List Service: _____	$_____	$_____	$_____	$_____
Other: Select Service Category List Service: _____	$_____	$_____	$_____	$_____
Miscellaneous: _____	$_____	$_____	$_____	$_____
Miscellaneous: _____	$_____	$_____	$_____	$_____
Total	**$42.89**	$_____	$_____	$_____

*Prescription Drug Rebate Credit per Covered Employee per month is the guaranteed Prescription Drug Rebate savings reflected as a Prescription Drug Rebate credit. Expected rebate amounts to be received by the Claim Administrator are passed back to the Employer with one hundred percent (100%) of the expected amount applied as a credit on the monthly billing statement on a per Covered Employee per month basis. Rebate credits are paid prospectively to the Employer and shall not continue after termination of the Prescription Drug Program. (Further information concerning this credit is included in the governing Administrative Services Agreement ("Agreement") to which this ASO BPA is attached under the section titled "CLAIM ADMINISTRATOR'S SEPARATE FINANCIAL ARRANGEMENTS WITH PHARMACY BENEFIT MANAGERS.")

Administrative Line Item Charges	Frequency	Amount
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	$_____
	Total:	$_____

Note: Additional services and/or fees may be itemized in the "Miscellaneous" fields above or in the Additional Comments section below.

Legacy Carve Out Disease Management: Not applicable

Additional Comments (Provide any additional details regarding the fee structure): _____

Claim Administrator Provider Access Fee(s) ☒ **NO CHANGES** ☐ **SEE ADDITIONAL PROVISIONS**
Group Number(s): P22346-P22347-P22348-P22349
☒ % of ADP Savings: **1.57%**
☐ $ per Covered Employee per month: $
Complete for Groups with multiple Provider Access Fees by products (i.e., CMM, PPO and/or POS plans): **Group Number(s):**
☐ % of ADP Savings: %
☐ $ per Covered Employee per month: $

BlueCard Program/Network access fees: Available upon request.

Other Service and/or Program Fee(s)

☒ **NO CHANGES** ☐ **SEE ADDITIONAL PROVISIONS**

Not applicable to Grandfathered Plans

External Review Coordination:
If selected, Employer acknowledges and agrees: (i) to a fee of $700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer's Plan; (ii) that the Claim Administrator's coordination shall include reviewing external review requests to ensure that they meet eligibility requirements, referring requests to accredited external independent review organizations, and reversing the Plan's determinations if so indicated by external independent review organizations; and (iii) that the external reviews shall be performed by an independent third party entity or organization and not the Claim Administrator. Amounts received by Claim Administrator and external independent review organizations may be revised from time to time and may be paid each time an external review is undertaken. Further, Employer elects for external reviews to be performed under the process selected below (select one):

☐ State of Illinois External Review Process ☒ Federal Affordable Care Act Process

Reimbursement Provision: ☒ Yes ☐ No
If yes: It is understood and agreed that in the event the Claim Administrator makes a recovery on a third-party liability claim, the Claim Administrator will retain 25% of any recovered amounts other than recovered amounts received as a result of or associated with any Workers' Compensation Law.

Conversion Privilege: ☐ Yes ☒ No *If yes,* conversion fee: $6,000 per conversion.

Claim Administrator's Third Party Recovery Vendor:
It is understood and agreed that in the event the Claim Administrator's Third Party Recovery Vendor makes a recovery on a claim, the Employer will pay no more than 25% of any recovered amount.

Alternative Compensation Arrangements:

Employer acknowledges and agrees that Claim Administrator has Alternative Compensation Arrangements with contracted Providers, including but not limited to Accountable Care Organizations and other Value Based Programs. Further information concerning Employer's payment for Covered Services under such Arrangements is described in the Administrative Services Agreement.

Termination Administrative Charge

As applies to the Run-Off Period indicated in the Payment Specifications section below:

i. ***For service charges (including, but not limited to, access fees) billed on a per Covered Employee basis at the time of termination,*** the Termination Administrative Charge will be the amount equal to ten percent (10%) of the annualized charges based on the service charges in effect as of the termination date and the Plan participation of the two (2) months immediately preceding the termination date. Such aggregate amount will be due the Claim Administrator within ten (10) days of the Claim Administrator's notification to the Employer of the Termination Administrative Charge described herein.

ii. ***For service charges (including, but not limited to, access fees) billed on a basis other than per Covered Employee at the time of termination,*** the Termination Administrative Charge will be such service charges in effect at the time of termination to be applied and billed by the Claim Administrator, and paid by the Employer, in the same manner as prior to termination.

Termination Administrative Charges assume the continuation of the Plan benefit program(s) and the administrative services in effect prior to termination. Should such Plan benefit program(s) and/or administrative services change, or in the event the average Plan enrollment during the three (3) months immediately preceding termination varies by ten percent (10%) or more from the enrollment used to determine the service charges in effect at the time of termination, the Claim Administrator reserves the right to adjust the rates for service charges (including, but not limited to, access fees) to be used to compute the Termination Administrative Charge.

Broker/Consultant Compensation

The Employer acknowledges that if any broker/consultant acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's broker/consultant a commission and/or other compensation in connection with such services under the Agreement. If the Employer desires additional information

regarding commissions and/or other compensation paid the broker/consultant by the Claim Administrator in connection with services under the Agreement, the Employer should contact its broker/consultant.

OTHER PROVISIONS

☒ **NO CHANGES** ☐ **SEE ADDITIONAL PROVISIONS**

1. **Summary of Benefits & Coverage**:

   a. Will Claim Administrator create Summary of Benefits & Coverage (SBC)?

   ☒ Yes. Please answer question b. The SBC Addendum is attached.

   ☐ No. If No, then the Employer acknowledges and agrees that the Employer is responsible for the creation and distribution of the SBC as required by Section 2715 of the Public Health Service Act (42 USC 300gg-15) and SBC regulations (45 CFR 147.200), as supplemented and amended from time to time, and that in no event will the Claim Administrator have any responsibility or obligation with respect to the SBC. The Claim Administrator is not obligated to respond to or forward misrouted calls, but may, at its option, provide participants and beneficiaries with Employer's contact information. A new clause (e) is added to Subsection C. in the Additional Provisions as follows: "(e) the SBC". (Skip question b.)

   b. Will Claim Administrator distribute the Summary of Benefits & Coverage (SBC) to participants and beneficiaries?

   ☒ No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to participants and beneficiaries (or hire a third party to distribute) as required by law.

   ☐ Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute to participants and beneficiaries as required by law, except that Claim Administrator will send the SBC in response to the occasional request received directly from individuals.

   ☐ Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and distribute SBC to participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is $1.50 per package. The distribution fee will not apply to SBCs that Claim Administrator sends in response to the occasional request received directly from individuals.

2. **Case Management Program/Medical Services Advisory**: ☒ Yes ☐ No

   If yes: The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons in accordance with the provisions of the Administrative Services Agreement to which this ASO BPA is attached and the Employer's plan document.

3. **Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which pre-certification is required**: ☒ Yes ☐ No If no, Employer authorizes Claim Administrator to post Employer's pre-certification requirements on Claim Administrator's Website: ☐ Yes ☐ No

4. **Does Employer have any Employees that reside in Massachusetts?** ☒ Yes ☐ No

   The Massachusetts Health Care Reform Act requires employers to provide, or contract with another entity to provide, a written statement to individuals residing in Massachusetts who had "creditable coverage" at any time during the prior calendar year through the employer's group health plan and to file a separate electronic report to the Massachusetts Department of Revenue verifying information in the individual written statements.

   a. Does the Employer direct Claim Administrator to provide written statements of creditable coverage to its Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act. Such written statements and electronic reporting shall be based on information provided to the Claim Administrator by the Employer and coverage under the Plan during the term of the Administrative Services Agreement. The Employer hereby certifies that, to the best of its knowledge, such coverage under the Plan is "creditable coverage" in accordance with the Massachusetts Health Care Reform Act. The Employer acknowledges that the Claim Administrator is not responsible for verifying nor ensuring compliance with any tax and/or legal requirements related to this service. The Employer or its Covered Employees should seek advice from their legal or tax advisors as necessary.

   ☒ Yes ☐ No

b. If no: The Employer acknowledges it will provide written statements and electronic reporting to the Massachusetts Department of Revenue as required by the Massachusetts Health Care Reform Act.

5. **EHB Election:**

Employer elects EHBs based on the following:

☒ 1. EHBs based on a HCSC state benchmark:
- ☒ Illinois
- ☐ Oklahoma
- ☐ Montana
- ☐ Texas
- ☐ New Mexico

☐ 2. EHBs based on benchmark of a state other than IL, MT, NM, OK and TX
If so, indicate the state's benchmark that Employer elects: ___

☐ 3. Other EHB, as determined by Employer

In the absence of an affirmative selection by Employer of its EHBs, then Employer is deemed to have elected the EHBs based on the Illinois benchmark plan.

6. **This ASO Benefit Program Application (ASO BPA) is incorporated into and made a part of the Administrative Services Agreement with both such documents to be referred to collectively as the "Agreement" unless specified otherwise.**

ADDITIONAL PROVISIONS:

A. **Grandfathered Health Plans:** Employer shall provide Claim Administrator with written notice prior to renewal (and during the plan year, at least 60 days advance written notice) of any changes that would cause any benefit package of its group health plan(s) (each hereafter a "plan") to not qualify as a "grandfathered health plan" under the Affordable Care Act and applicable regulations. Any such changes (or failure to provide timely notice thereof) can result in retroactive and/or prospective changes by Claim Administrator to the terms and conditions of administrative services. In no event shall Claim Administrator be responsible for any legal, tax or other ramifications related to any plan's grandfathered health plan status or any representation regarding any plan's past, present and future grandfathered status. The grandfathered health plan form ("Form"), if any, shall be incorporated by reference and part of the BPA and Agreement, and Employer represents and warrants that such Form is true, complete and accurate.

B. **Retiree Only Plans, Excepted Benefits and/or Self-Insured Nonfederal Governmental Plans:** If the BPA includes any retiree only plans, excepted benefits and/or self-insured nonfederal governmental plans (with an exemption election), then Employer represents and warrants that one or more such plans is not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). Any determination that a plan does not have exempt plan status can result in retroactive and/or prospective changes by Claim Administrator to the terms and conditions of administrative services. In no event shall Claim Administrator be responsible for any legal, tax or other ramifications related to any plan's exempt plan status or any representation regarding any plan's exempt plan status.

C. Employer shall indemnify and hold harmless Claim Administrator and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquires or actions, settlements or judgments brought or asserted against Claim Administrator in connection with (a) any plan's grandfathered health plan status, (b) any plan's exempt plan status, (c) any plan's design (including but not limited to any directions, actions and interpretations of the Employer), (d) any provision of inaccurate information, (e) the SBC, and/or (f) selection of employer's EHB benchmark for the purpose of ACA. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of administrative services.

The provisions of paragraphs A-C (directly above) shall be in addition to (and do not take the place of) the other terms and conditions of administrative services between the parties.

There are separate Rx OPX limits of the following amounts for these Groups:

P22347 : $5,100 per individual, $8,700 per family

P22348 : $4,600 per individual, $7,200 per family.

P22449 : $4,100 per indivudual, $5,700 per family.

Bruce Williams

Sales Representative

848 / 621 217-494-5745 (P) 312-938-4595 (F)

District Phone & FAX Numbers

Rick Semonis

Producer Representative

SBSI Semonis, a division of J. L. Hubbard Insurance and Bonds, Inc.

Producer Firm

4530 N. University Ave., Peoria, IL 61614

Producer Address

309-687-6020 (P) - 217-233-3332 (F)

Producer Phone & FAX Numbers

rsemonis@sbsisemonis.com

Producer Email Address

37-1126488

Tax I.D. No.

Signature of Authorized Purchaser

Title

Date

BlueCross BlueShield of Illinois

EXHIBIT TO THE STOP LOSS COVERAGE POLICY

(ASO Accounts Only)

Employer Group Name: City of Decatur
Employer Group Address: #1 Gary K. Anderson Plaza
City: Decatur **State of Situs:** IL **Zip Code:** 62523-1196
Account Number: 022346
Employer Group Number(s): P22346-P22347-P22348-P22349
Effective Date of Policy 1/1/2016
Policy Period: These specifications are for the Policy Period commencing on 1/1/2016 and ending on 12/31/2016

The specifications below shall become effective on the first day of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Exhibit is superseded in whole or in part by a later executed Exhibit.

A. Aggregate Stop Loss Insurance: ☒ Yes ☐ No
If yes, complete items 1. through 9. below.

1. ☐ New Coverage ☒ Renewal of Existing Coverage
2. Stop Loss Coverage Period:
   ☐ New Coverage (Select one from below):
      ☐ Standard: Claims incurred and paid during the Policy Period.
      ☐ Standard with "Run-in" included: Claims incurred on or after _____ and paid during the Policy Period.
      "Run-in" includes claims paid by Policyholder's prior claim administrator: Yes ☐ No ☐
      If yes, such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) within 12 months of the Effective Date of Policy and paid by the Policyholder's prior claim administrator within 6 months after the Effective Date of Policy.
   ☒ Renewal of Existing Coverage:
      Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.
3. Aggregate Stop Loss Insurance shall apply to:
   ☒ Medical Claims ☐ Vision Claims
   ☒ Outpatient Prescription Drug Claims ☐ Dental Claims

☐ For Hospital Employer Groups only: *Excludes* _____% of Home Hospital Medical claims

☐ Other (please specify): _____

4. Average Claim Value: $1,267.21 (per employee per month)

   ☒ Includes Claim Administrator's Provider Access Fee
   ☐ Excludes Claim Administrator's Provider Access Fee

   Attachment Factor: 125% of the Average Claim Value

5. Aggregate Attachment Claim Liability:

   Employer's Claim Liability for each Policy Period shall be the sum of the Monthly amounts obtained by multiplying the number of Individual and Family Coverage Units for each Month by the following factor:

   $1,584.02for each Coverage Unit

6. Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims: ☒ Yes ☐ No

   Run-Off Attachment Claim Liability Factors:

   Employer's Run-Off Claim Liability shall be an amount equal to 15% of the annualized Employer Claim Liability based on the participation of the two calendar months immediately preceding termination. Settlement for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

7. Aggregate Stop Loss Coverage:

   a. The amount of Paid Claims during the current Policy Period, less Individual (Specific) Stop Loss Claims, if any, that exceed the Point of Attachment. The Point of Attachment shall equal the sum of the Employer's Claim Liability amounts calculated Monthly as described in Item 5. above for the indicated Policy Period. However, for the indicated Policy Period the minimum Point of Attachment shall be $10,298,655 _____.

   b. The following applies if the answer to item 6. above is "Yes." (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims):
   In the event of termination at the end of a Policy Period, Aggregate Stop Loss Coverage shall equal the amount of Final Settlement Paid Claims that exceed the Final Settlement Point of Attachment. Final Settlement Paid Claims shall equal the sum of the Paid Claims during the Final Policy Period and the Paid Claims during the Run-Off Period, less Individual (Specific) Stop Loss Claims, if any. The Final Settlement Point of Attachment shall equal the sum of the Employer's Claim Liability amount for the Final Policy Period and the Employer's Run-Off Claim Liability calculated as described in items 5. and 6. above. However, for the Final Settlement Period the minimum Point of Attachment shall be the minimum Point of Attachment in item 7.a. above increased by 15%.

8. Premium (Select one):

   ☒ Annual Premium (Due on the first day of the Policy Period): $12,723.00.

   The following applies if the answer to item 6. above is "Yes." (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of a Policy Period, an additional premium amount equal to 15% of the Annual Premium will be due within 10 calendar days of receipt of the billing.

   ☐ Monthly Premium shall be equal to the amounts obtained by multiplying the number of Individual and Family Coverage Units for a particular Month by:

   $_____ for each Coverage Unit

   The following applies if the answer to item 6. above is "Yes." (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims):

   In the event of termination at the end of a Policy Period, an additional premium amount equal to 15% of the annualized Premium based on the participation of the two months immediately preceding termination will be due within 10 calendar days of receipt of the billing.

9. The premium is based upon a current membership of 211 Individual Coverage Units and 391 Family Coverage Units.

B. Individual (Specific) Stop Loss Insurance: ☒ Yes ☐ No

If yes, complete items 1. through 6. below.

1. ☐ New Coverage ☒ Renewal of Existing Coverage

2. Stop Loss Coverage Period:
   ☐ New Coverage (Select one from below):

   ☐ Standard: Claims incurred and paid during the Policy Period.

   ☐ Standard with "Run-in" included: Claims incurred on or after _____and paid during the Policy Period.

   "Run-in" includes claims paid by Policyholder's prior claim administrator: Yes ☐ No ☐

   If yes, such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) within 12 months of the Effective Date of Policy and paid by the Policyholder's prior claim administrator within 6 months after the Effective Date of Policy.

   ☒ Renewal of Existing Coverage:

   Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

3. Individual (Specific) Stop Loss Insurance shall apply to:

   ☒ Medical Claims ☐ Vision Claims

   ☒ Outpatient Prescription Drug Claims ☐ Dental Claims

   ☐ For Hospital Employer Groups only: *Excludes* _____% of Home Hospital Medical claims

   ☐ Other (please specify): _____

4. Individual (Specific) Stop Loss Coverage

   a. Individual Stop Loss Coverage equals the amount of Paid Claims for a Covered Person during the current Policy Period in excess of the Point of Attachment of $200,000 per Covered Person. Such amount shall apply for the Policy Period.

      Point of Attachment ☒ Includes Claim Administrator's Provider Access Fee

      ☐ Excludes Claim Administrator's Provider Access Fee

   b. Employer's Claim Liability equals the sum of Paid Claims for a Covered Person during the Policy Period up to the Point of Attachment specified in 4.a. above.

5. Individual Stop Loss Coverage includes coverage of Run-Off Paid Claims: ☒ Yes ☐ No

   The following applies if the answer to item 5. above is "Yes" (Individual Stop Loss Coverage includes coverage of Run-Off Paid Claims):

   a. In the event of termination at the end of the Policy Period, Individual Stop Loss Coverage shall equal the amount of Final Settlement Paid Claims that exceed the Point of Attachment specified in 4.a. above. Final Settlement Paid Claims shall equal the sum of Paid Claims for a Covered Person during the Final Policy Period and the Run-Off Period.

   b. In the event of termination at the end of the Policy Period, Employer's Final Settlement Claim Liability equals the sum of Paid Claims for a Covered Person during the Final Policy Period and Run-Off Period up to the Point of Attachment specified in Item 4.a. above.

   Settlement for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

6. Premium (select one):

☐ Annual Premium (Due on the first day of the Policy Period): $_____.

The following applies if the answer to item B.5. is "Yes" (Individual Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of a Policy Period, an additional premium amount equal to 20% of the Annual Premium will due within 10 calendar days of receipt of the billing.

☒ Monthly Premium shall be equal to the amounts obtained by multiplying the number of Individual and Family Coverage Units for a particular Month by:

$56.35 for each Coverage Unit

The following applies if the answer to item B.5. above is "Yes" (Individual Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of a Policy Period, an additional premium amount equal to 20% of the annualized Premium based on the participation of the two months immediately preceding termination will be due within 10 calendar days of receipt of the billing.

7. The premium is based upon a current membership of 211 Individual Coverage Units and 391 Family Coverage Units.

Additional Provisions:

_____

The undersigned person represents that he/she is authorized and responsible for purchasing stop loss coverage on behalf of the Employer Group. It is understood that the actual terms and conditions of coverage are those contained in this Exhibit and the Stop Loss Coverage Policy into which this Exhibit shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer Group. Upon acceptance of this Exhibit and issuance of the Stop Loss Coverage Policy, the Employer Group shall be referred to as the "Policyholder."

Bruce E. Williams Sales Representative	_____ Signature of Authorized Purchaser
Jim Paton Name of Underwriter	_____ Title of Authorized Purchaser
	_____ Date

INTERNAL USE ONLY	Date Application approved by Underwriting: Name of Underwriter:

Fire Department

DATE: 10/2/2015

MEMO: 15-08

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Jeff Abbott, Fire Chief
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the Bid of Jackson Ford, Decatur, IL, for the Purchase of Two (2) Ford 2016, Interceptor Mid-Size Utility Vehicles

SUMMARY RECOMMENDATION: Staff recommends awarding a contract in the amount of $55,974.00 to Jackson Ford, Decatur, IL., to furnish two (2) 2016 Ford Interceptor Utility Vehicles.

BACKGROUND:
The Fire Departments is replacing one (1) 2003 Ford Explorer and one (1) 2001 Chevrolet Tahoe. The normal life expectancy of these vehicles is eight (8) years. The Tahoe was recently removed from service because of transmission problems.

OTHER BIDDERS: Nine (9) bid proposals were sent out with three (3) bids returned. Bob Ridings of Taylorville, bid $56,770.00 and Miles Chevrolet of Decatur bid $77,522.00. Purchasing the vehicles from Jackson Ford at a cost of $55,974.00 is the low bid and considered to be in the best interest of the City as a whole, and is recommended.

DISPOSAL OF REPLACED UNIT: The two (2) units being replaced will be sold utilizing an auction service that specializes in disposing of used government equipment.

POTENTIAL OBJECTIONS: There are no known objections to this request.

INPUT FROM OTHER SOURCES:
The Fire Department requested the vehicle. Fleet Maintenance wrote the bid specifications based on Fire Department requirements.

STAFF REFERENCE: Jeff Abbott, Fire Chief

BUDGET/TIME IMPLICATIONS: Funding for the expenditure is available in the FY2016 Budget.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid of Jackson Ford, Decatur, IL for the Acquisition of Two (2) Fire Command Vehicles	Resolution Letter

REVIEWERS:

Department	Reviewer	Action	Date
Fire Department	Bright, Debbie	Approved	10/29/2015 - 4:37 PM

RESOLUTION NO. R2015-_____

RESOLUTION ACCEPTING THE BID OFJACKSON FORD, DECATUR, IL FOR THE ACQUISITION OF TWO (2) FIRE COMMAND VEHICLES AND AUTHORIZING THE CITY MANAGER TO AFFECT PAYMENT FOR THE ACQUISITION WITH TERMS AND CONDITIONS ACCEPTABLE TO THE CITY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the tabulation of the bid received for the Fire Command Vehicles, Bid presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the cost of Two (2) Fire Command Vehicles, in the amount of $55,974.00 be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Jackson Ford, for their price of $55,974.00.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager.

PRESENTED and ADOPTED this 2nd day of November 2015.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Debbie Bright, City Clerk

DATE: 10/27/2015

MEMO: 2015-17
TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Resolution Appointing City Treasurer and City Manager as Agents Pursuant to Investment Management Agency Agreement between Regions Bank and City of Decatur

SUMMARY RECOMMENDATION:
City Administration recommends City Council approval of the attached Council Resolution to appoint and direct the City Treasurer and City Manager to act as agents for the City of Decatur, in the Investment Management Agreement with Regions Bank.

BACKGROUND:
City Administration has previously communicated to the City Council through the monthly Treasurer's Financial Report briefings at the City Council Meetings, the City intention to invest certain monies representing temporary excess funds in the City Treasury to maximize the financial return of such temporary excess funds.

Such investment of temporary excess funds will be invested in accordance with the City of Decatur Investment Policy, State of Illinois Public Funds Investment Act and all other statutes, regulations and rules of federal, state and local law.

POTENTIAL OBJECTIONS: There are no known objections to this resolution request.

INPUT FROM OTHER SOURCES:
No input from other sources.

STAFF REFERENCE: Tim Gleason, City Manager Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS:
None.

ATTACHMENTS:

Description	Type

Resolution	Resolution Letter
Investment Management Agreement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Financial Management	Bright, Debbie	Approved	10/29/2015 - 4:37 PM

RESOLUTION NO. R2015-_____

RESOLUTION APPOINTING CITY TREASURER AND CITY MANAGER AS AGENTS PURSURANT TO INVESTMENT MANAGEMENT AGENCY AGREEMENT BETWEEN REGIONS BANK AND CITY OF DECATUR

WHEREAS , the City of Decatur, IL, an Illinois municipal corporation, has certain monies contained in designated fund accounts of the City of Decatur and for the benefit of the City of Decatur, and;

WHEREAS, the monies in the above described funds are not necessary for immediate use by the City of Decatur, and;

WHEREAS, the monies in the above-described funds should be invested in a fiscally responsible manner.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the Investment Management Agency Agreement between the City of Decatur, Illinois and Regions Bank, an Alabama banking corporation attached herewith and made part hereof be approved by Council.

Section 2. That the City Treasurer and the City Manager are hereby appointed and directed to act as agents for the City of Decatur, Principal in the attached Agreement.

Section 3. That the investments of excess City funds may be authorized to be invested only in accordance with the City of Decatur Investment Policy, State of Illinois Public Funds Investment Act and all other statutes, regulations and rules of federal, state and local law.

PRESENTED AND ADOPTED THIS 2nd day of November, 2015

_____

Julie Moore Wolfe, Mayor

ATTEST:

_____

City Clerk

INVESTMENT MANAGEMENT AGENCY AGREEMENT

THIS AGREEMENT made the ____ day of October, 2015 by and between City Of Decatur, (hereinafter called the Principal) and Regions Bank, an Alabama banking corporation, (hereinafter called the Agent).

W I T N E S S E T H

WHEREAS, the City Of Decatur is desirous of obtaining professional financial supervision and management of assets as Principal may deliver to Agent from time to time,

NOW THEREFORE, this Agency Agreement is hereby entered into, and it is hereby agreed and declared that the Agent shall stand possessed of certain monies of City funds, and of any other funds or property hereafter received, or paid, transferred, or conveyed to the Agent for the purpose of these presents to manage the same for and during the term of this Agreement, and to receive the income thereof for the benefit of the Principal and with and subject to the powers and provisions hereinafter contained concerning the same.

ARTICLE I

The Principal may transfer additional property to the Agent to be held in accordance with this Agreement. The Principal shall have authority to direct the Agent as to specific investments or as to general investment policies to be followed, including the holding, purchasing and sale or other disposition of Regions Financial Corporation stock and investing in interest bearing deposits in Regions Bank and its affiliates. In the absence of written directions, the Agent shall have full authority to invest and reinvest in, and to acquire by purchase, exchange or otherwise, property of any character whatsoever, foreign or domestic, or interest or participations therein, including by way of illustration and not of limitation: real property, mortgages, bonds, notes, debentures, certificates of deposit, capital, common and preferred stocks, shares or interests in investment trusts, mutual funds (including proprietary mutual funds), warrants, options or common trust funds, without regard to the proportion any such property or similar property held may bear to the entire amount held and without any obligation to diversify, whether or not the same is of the kind in which fiduciaries are authorized by law or any rule of court to invest funds. Agent shall invest in stock or other securities issued by Agent, and interest bearing deposits with Agent only upon the specific written direction of the Principal. The Agent is specifically

authorized and empowered to hold and retain any stock or other security issued by the Agent in its individual corporate capacity or by any affiliated or related issuer or any stock in which officers or directors of the Agent may be interested whether as stockholders or otherwise. The Agent agrees to comply with all local, State and Federal rules, statutes, directives and regulations in the investment, supervision and management of Principal's assets.

ARTICLE II

The Principal agrees that the terms and provisions of any collective investment trusts sponsored by the Agent shall be incorporated into and shall be a part of this Agreement.

ARTICLE III

The Agent may refrain from voting or vote stock or execute discretionary proxies with or without power of substitution.

ARTICLE IV

The Agent may accumulate or pay the net income and principal to the Principal as it may direct from time to time.

ARTICLE V

The Agent shall be responsible for the safekeeping of all property held by it under this Agreement. Agent may deposit such property in any depository or similar institution, and may register such property in its nominee name or nominee name of the depository. Agent carries appropriate insurance that covers misappropriation of assets by an employee of Agent.

ARTICLE VI

The Agent shall render annual or more frequent statements as may be required of receipts and disbursements for the account of Principal and an inventory of the account as of the last day of such reporting period. The Agent shall also furnish the Principal with data for the preparation of any federal or state law returns or information as may be needed.

ARTICLE VII

The Agent shall receive compensation for its services in accordance with its current schedule of fees, as expressed in Article XII. The Agent shall be authorized to deduct the fees and out-of-pocket expenses from the funds held under this Agreement.

ARTICLE VIII

The undersigned certify and warrant to the Agent that they have the right, power and authority to enter into and execute this Agreement. The Agent shall be fully protected in acting in accordance with any instrument which it may consider pertinent, reliable, genuine, and to have been signed by the proper Principal or other designated party. The Agent shall also be protected to act on the Principal's instructions in verbal, telephonic or telegraphic form with full protection to the Agent, and the Principal agrees to submit promptly thereafter written confirmation of such instructions when appropriate.

ARTICLE IX

The Principal hereby expressly reserves and retains the right at any time or from time to time by a notice in writing delivered to the Agent to withdraw any or all of the property held hereunder or to revoke the Agency account hereby created in whole or in part, subject to the payment of the compensation due to Agent and subject to the payment of the reasonable expenses of terminating the Agency account; and to alter, amend and modify this Agreement in any and every respect provided, however, that the duties, responsibilities and compensation of the Agent shall not be changed without written consent of the parties hereto.

ARTICLE X

This Agreement may be terminated by either the Principal or Agent upon 30 days advance written notice to the other party. Upon termination of this Agreement, Agent shall deliver to Principal the property held hereunder and a final accounting for the period since the last statement.

ARTICLE XI

This Agreement shall be construed according to the laws of the State of Illinois.

ARTICLE XII

The fee for Regions services is _____ and, unless otherwise paid by Principal, such amount will be charged against the account on a quarterly basis.

PRINCIPAL:

By: _____ ATTEST:

By: _____

Its: City Mayor Its: Comptroller

AGENT:
Regions Bank

By: _____ ATTEST:

By: _____

Its: _____ Its: _____

MINUTES OF THE MEETING

OF THE

HISTORICAL AND ARCHITECTURAL SITES COMMISSION

Wednesday, August 19, 2015, 4:00 P.M.
City Council Chamber, Decatur Civic Center

The August 19, 2015 meeting of the Historical and Architectural Sites Commission was called to order by Chairman Hank Norris, in the City Council Chamber, Third Floor of the Decatur Civic Center, at 4:07 P.M., at which time a quorum was present.

Members Present:	Mike Couch, Louise Haun, John Larcher, Bruce Nagel, Pat Penhallegon, Hank Norris,
Members Absent:	Eric Bramer, Jeff Hunt, Bob Luther, Susan Marien
Staff Present:	Richelle Irons, Mike Frazier, Janet Poland

It was moved and seconded (Haun/Larcher) to approve the minutes of the July 15, 2015 meeting of the Historical and Architectural Sites Commission as presented. Motion carried unanimously.

Treasurer's Report

Mrs. Richelle Irons stated there is a total of $3,393.00 remaining in the HASC budget. The only expenditures were for two (2) public notices that were published.

Public Hearing

Mrs. Irons stated when the Local Landmark Designation for the Dennis School Monarch Butterfly Monument came before the commission on April 15, 2015. It was later discovered the legal description was incomplete. The item is again coming before the Historical and Architectural Sites Commission for this reason.

The recommendation for this project from Assistant Billy Tyus is attached to the minutes.

There were no questions or comments

It was moved and seconded (Nagel/Larcher) to declare the public meeting closed. Motion carried unanimously.

New Business

Local Landmark Designation for Monarch Butterfly Monument at Dennis School

Chairman Hank Norris asked if anyone had any questions or comments for this item.

It was moved and seconded (Nagel/Penhallegon) to approve the resolution recommending the Decatur City Council designate the Dennis School Monarch Butterfly Monument as a Local Landmark. Motion carried unanimously.

Public Comments

Ms. Linda Burnham, third grade teacher at Dennis school, stated her students came up with the idea to make the Monarch Butterfly a Local Monument in tribute to the 1974-1975 third graders who proposed to make the Monarch Butterfly the state insect. Ms. Burnham thanked the commission for reconvening and working so hard to make this happen.

Ms. Burnham extended an invitation to the commission to attend a 40th celebration at Dennis School for the Monarch Butterfly being designated as the State of Illinois insect in 1975 and to dedicate the Monarch Butterfly as a Local Landmark if it is approved by City Council. The celebration will be on October 1, 2015 at 1:30 p.m.

Other Business

None

Chairman Norris stated the next meeting of the Historical and Architectural Sites Commission will be Wednesday, September 16, 2015.

There being no further business, it was moved and seconded (Larcher/Couch) to adjourn the meeting. Motion carried unanimously. Chairman Norris declared the meeting adjourned at 4:15 P.M.

DATE: 10/27/2015

MEMO: 2015-11
TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Debbie Bright, City Clerk

SUBJECT: Resolution Approving Appointments to the Decatur Civic Center Board

SUMMARY RECOMMENDATION:
Your approval of the appointments to the Decatur Civic Center Board by the Mayor are hereby requested.

ATTACHMENTS:

Description	Type
Resolution Approving Appointments	Resolution Letter

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Bright, Debbie	Approved	10/29/2015 - 4:37 PM

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointments by the Mayor of the following named as members of the boards or commissions set opposite their respective names, to serve terms expiring upon the dates set opposite their respective names or until their respective successors are appointed and qualified:

Jerry J. Bauer	Decatur Civic Center Board	10/27/2018
Travis E. Jones	Decatur Civic Center Board	10/27/2018
Patrick H. Murphy	Decatur Civic Center Board	10/27/2018

DATED this 2nd day of November, 2015.

_____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2015-_____
RESOLUTION APPROVING APPOINTMENTS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That consent of the Council be, and it is hereby, given to the appointments by the Mayor of the persons aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 2nd day of November, 2015.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

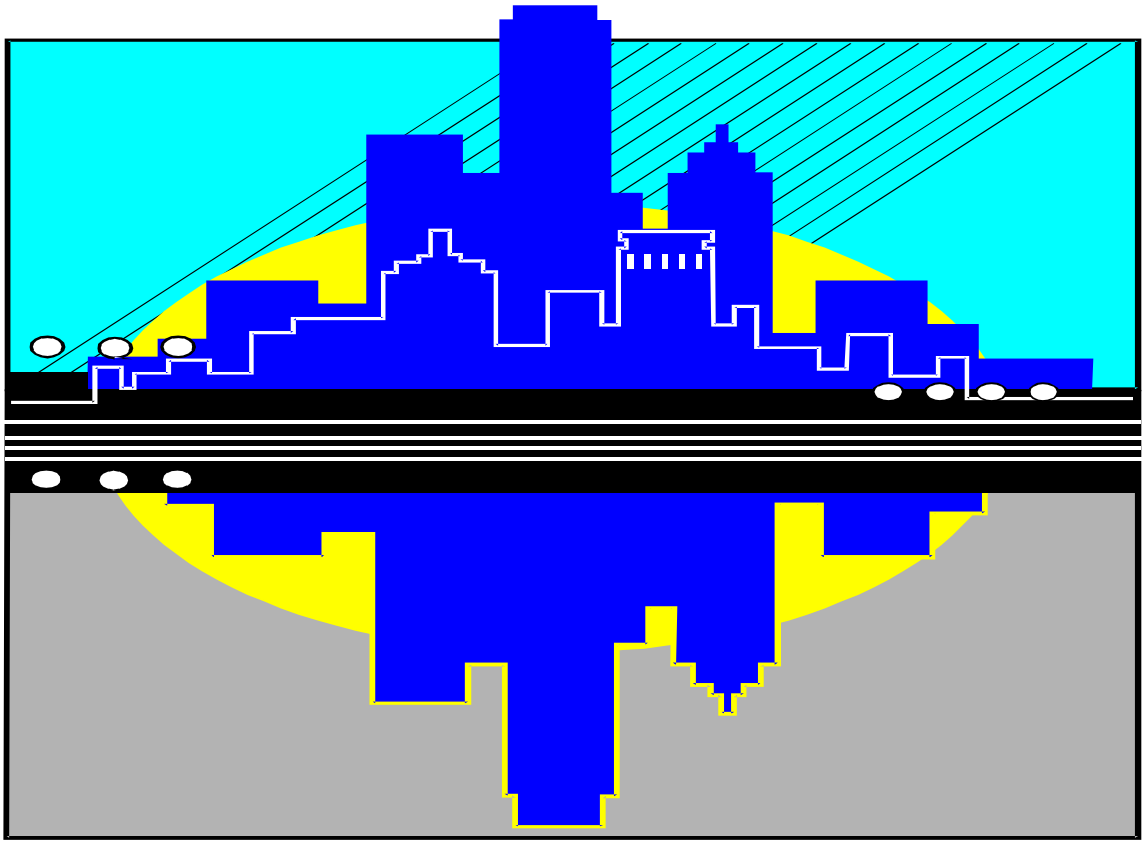
Having received your consent I hereby appoint those named in the foregoing request by you approved as therein requested.

DATED this 2nd day of November, 2015.

_____
Julie Moore Wolfe, Mayor

TO: **Honorable Mayor, Julie Moore Wolfe**
FROM: Megan Baskerville, Watershed Specialist
DATE: October 15, 2015
SUBJECT: 3rd Quarter Report
PERIOD: July 1, 2015 – September 30, 2015

City of Decatur
Lake Decatur Watershed Protection Program



Better Reflections through Soil Conservation

CC: Councilman Jerry Dawson
Councilman Bill Faber
Councilwoman Lisa Gregory
Councilman Pat McDaniel
Councilwoman Dana Ray
Councilman Christopher S Funk
Mr. Tim Gleason, City Manager
Mr. Keith Alexander, Director of Water Management

Macon County Soil and Water Conservation District
July 1, 2015 – September 30, 2015
3rd Quarter Report on the Lake Decatur Watershed Protection Program

Watershed Conservation Cost-Share Projects:

Projects completed and paid in the 3rd Quarter of FY15 ending 9/30/15:

2 streambank stabilization projects in Whitmore Township

Projects currently in construction as of today, but for which payment has not been made:

1 waterway across three landowners and a block chute in Oakley Township
1 waterway in Piatt County

The following projects have been approved for funding, and are awaiting construction:

40 acres strip-till in Mt. Zion Township
3 waterways in Long Creek East Township
1 waterway in Friends Creek East Township
1 waterway in Piatt County
1 urban waterway in South Wheatland Township
1 terrace system in Piatt County
1 wascob system in Long Creek Township
2 waterways and structures in Mt Zion Township
1 stabilization project in Mount Zion West Township

Interest in the program remains strong; we have allocated all funds for FY15. With strong coordination, information, and education with the Piatt County SWCD and both NRCS offices, the LDWP is well known by producers in the watershed.

Watershed Activities:

Conservation Cropping Demo Plots:

In 2014, the SWCD began a 5 year program to showcase two demo plots in Macon County, partnering with local operators to demonstrate the agronomic and economic benefits of a conservation cropping system. The goal of these plots is to show that a cropping system that limits its soil and nutrient loss can be as economically viable as a system that does not. After harvest this fall, the SWCD will work with the cooperators to determine the costs associated with the conservation plot in comparison to the costs of the conventional plot.

In the photo, this fall's cover crop is being aerially applied into standing corn.

Grants:

IEPA 319 Grant: Accelerating BMP Adoption in Lake Decatur

The SWCD has been awarded an IEPA Section 319 grant to accelerate BMP adoption in the Lake Decatur Watershed. Through August 2016, **the grant will bring $425,315 of federal funds into the watershed to install 29 soil saving practices** at 16 sites throughout the watershed in both Macon and Piatt counties. As of September 30th, 17 practices have been installed or are underway through this funding, with 4 more starting later this year. While all of this funding has been allocated, SWCD staff submitted an application for another 319 grant this past August, asking for ***$473,670*** in additional federal funding for 21 new conservation practices in the watershed.

USDA's Regional Conservation Partnership Program:

On January 15, the USDA awarded Macon County ***$500,000*** of NRCS funding for "BMP Implementation for Nutrient and Sediment Loss Reduction in Macon County, Illinois," for **conservation in the Sangamon River Watershed for the next five years.** At the same time, local partners will test the efficiencies of newer edge-of-field practices to reduce nitrate loss from field tiles, a major source of excess nutrients in Illinois. This fall, 6 applicants were awarded funding totaling **$50,000**. Applications are always welcome, and the next funding deadline to allocate FY16 funds ($100,000) will be early February.

Illinois EPA (IEPA) Construction Site Inspection Program:

Currently, there are 6 open IEPA construction sites within the Lake Decatur Watershed in Macon County. The SWCD provides educational assistance to the site owners, making sure erosion and sediment controls are up and functional at each site.

MS4 Agreement:

The City of Decatur, the Villages of Forsyth and Mt. Zion, and Macon County joined together and signed a Memorandum of Understanding (MOU) with the SWCD to implement stormwater management on behalf of the MS4s. This allows for a consistently applied set of standards regarding Best Management Practices (BMPs) and construction site inspections for the Land Disturbance Permit program. This quarter, 4 construction sites were visited, all lying in the Lake's watershed.

On September 23, a tour of urban green infrastructure sites was hosted by the Macon County MS4 Work Group. Engineers, developers, and public works employees had a chance to see up-close examples of how to improve Decatur's water quality through green stormwater management.

Technical Assistance:

The Watershed Staff is available to answer erosion and flooding complaints in the City of Decatur and the watershed. In the past quarter, 6 new requests for technical assistance were received, and staff continued to work on past requests involving waterway repair, streambank erosion, and wetland development in Macon and Piatt County.

Public Education Programs:

Education is provided to the general public, including adults and children, on soil and water conservation issues, careers in conservation, stormwater management, and erosion and sediment control. In addition to the watershed staff itself, board members and SWCD staff provide time and energy in these efforts. This quarter, the following programs were held:

Date	***Name of Event***	***Program Presented***	***People in Attendance***
Jan 2015	Lady Landowners	Conservation Leases	35
Jan 2015	Jenner Sales Meeting	SWCD History, Future	40
Feb 2015	Nutrients in the News	Nitrates and H20 Quality	60
Feb 2015	Mt Zion Home Show	MS4 Education	20
Feb 2015	Contractor's Meeting	LDWP	40
Mar 2015	Agucation	Conservation	550 5th Graders
Apr 2015	Rain Gardens: A How-To	Urban Conservation	10
May '15	Lawn to Lake Workshop	Urban Conservation	10
June '15	Nutrient Loss Roadshow	SWCD, Lake History	100
Sept '15	Farm Progress Show	SWCD, Conservation	150
Sept '15	Girl Scouts, Water Quality	Watershed Health	21
Sept '15	Green Infrastructure Tour	MS4 Education	35
	Total Reached so far in FY15		***1,071***

Future educational programs offered in 2015 include:

December 9: Heart of the Sangamon Winter Conference—Our annual educational workshop will give producers tips and strategies to reduce nutrient loss on their own ground through farming practices that are cost effective and build their soil.

Besides the programs themselves, the SWCD staff serves in the following capacity throughout the year:

- Serve on the Macon County Farm Bureau Ag-In-The-Classroom committee
- Assist Macon County Lady Landowners by maintaining their membership list and assisting with meeting notification
- Serve on the Ag Advisory Board for the Heartland Technical Academy
- Participate in the Heart of the Sangamon River Ecosystem Partnership meetings

Soil and Water's presence at the Farm Progress Show this September.

Closing Comments:

We have included the financial report for the quarter ending September 30, 2015 with this report. If you would like more detailed financial information, you may request a copy of our CPA completed annual audit which we submit to the Illinois Department of Agriculture.

The staff and Board of Directors of the District thank the City for its continued support of our conservation efforts within the Lake Decatur Watershed. We truly could not accomplish what we do without your support, both financial and institutional. We would like to invite members of the City Council to visit us at the USDA Service Center at 4004 College Park Road, Decatur, Illinois 62521. We also can arrange personal tours of our watershed projects. If you have any questions, please call us at 217-877-5670, extension 3, or contact us by email at megan.baskerville@il.nacdnet.net.

Board of Directors

Mike Hortin, Chairman
Zach Hyde, Vice Chairman
Katie Sellmeyer, Secretary / Treasurer
Kathryn Bennett, Director
Eric Veech, Director

Staff

Michael Andreas, Watershed Technician
Megan Baskerville, Watershed Specialist
Laura DeOrnellas, Conservation Program/ Marketing Manager
Sue Russotti, Administrative Coordinator

Channel Restoration within Decatur city limits:

April 2015

Before:

A 4'x 2' gully cut its way through a Decatur resident's yard, less than a mile from Lake Decatur. This erosion was caused by the concentrated flows coming from the upstream culvert being too fast and going down too steep of a grade change. The moment vegetation was lost, nothing was in place to stop the erosion from continuing.

After:

Stabilization has been achieved by re-grading the channel, and lining it with erosion control blankets, to 'hold' the channel bed in place while the vegetation establishes.

October 2015

MACON COUNTY SOIL AND WATER CONSERVATION DISTRICT

FINANCIAL STATEMENT

Lake Decatur Watershed Protection Program

	1st Qtr. January 1 - March 31, 2015	2nd Qtr. April 1 - June 30, 2015	3rd Qtr. July 1- September 30, 2015	4th Qtr. October 1 - December 31, 2015	12/31/2015 Total Invoiced to City
City Allocation for MCSWCD Vendor # 796	$ 29,804.26	$ 34,531.30	$ 35,692.05	$ -	$ 100,027.61

Operational Expenses	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	FY ending 12/31//2015
Salaries Andreas Agricultural Engineer	7,194.37	$ 10,474.64	$ 14,840.25	$ -	$ 32,509.26
Salaries Baskerville Watershed Specialist	8,492.47	$ 10,010.18	$ 6,391.92	$ -	$ 24,894.57
1/3 Salaries DeOrnellas Conservation Program/Marketing Manager	3,435.60	$ 4,008.20	$ 3,484.00	$ -	$ 10,927.80
1/3 Salaries Russotti Administrative Coordinator	1,026.00	$ 1,702.50	$ 1,419.76	$ -	$ 4,148.26
Payroll taxes	2,470.40	$ 2,171.53	$ 1,613.61	$ -	$ -
Benefits	1,303.96	$ 580.76	$ 675.94	$ -	$ 2,560.66
BMP Implementation	0.00	$ -	$ -	$ -	$ -
Travel and lodge Mike A	1,944.41	$ 2,861.38	$ 3,203.59	$ -	$ -
Meetings and Training	140.39	$ 786.06	$ 70.87	$ -	$ -
Professional fees	1,273.77	$ 83.33	$ 51.65	$ -	$ -
Director Liability Insurance	0.00	$ -	$ 1,667.83	$ -	$ 1,667.83
Outreach	906.14	$ 1,010.74	$ 536.34	$ -	$ -
Education	59.73	$ 37.00	$ 756.57	$ -	$ 853.30
Internet	75.83	$ 75.97	$ 75.96	$ -	$ 227.76
Truck/ Insurance	0.00	$ 68.54	$ 314.20	$ -	$ 382.74
Office Equipment	997.59	$ -	$ 212.99	$ -	$ 1,210.58
Office Supplies	314.04	$ 420.87	$ 105.80	$ -	$ 840.71
Postage	169.56	$ 239.60	$ 270.77	$ -	$ 679.93
Total Expenses	29,804.26	$ 34,531.30	$ 35,692.05	$ -	$ 100,027.60

	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD 2015
Payments received	$18,464.50	$ 30,572.78	$ 34,000.05	$ -	$83,037.33

	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total Invoiced to City	Percentage Complete
Total Invoiced to City	$ 29,804.26	$ 34,531.30	$ 35,692.05	$ -	$ 100,027.61	83%
Agreement Balance	$ 116,263.74	$ 81,732.44	$ 46,040.39			

CITY OF DECATUR ILLINOIS

1 GARY K. ANDERSON PLAZA DECATUR, ILLINOIS 62523

October 27, 2015

The Honorable Ms. Julie Moore Wolfe and
Members of the City of Decatur City Council

Informational Memorandum Communicating the Condition of the Firefighter Pension Fund for the Year Ended December 31, 2014

In accordance with State of Illinois House Bill 5088 (Public Act 95-950 effective 08/29/2008), the Pension Fund is required to file a report with the Governing Board reporting on the condition of the Pension Plan at the end of its most recently completed fiscal year, with such report filed with the Governing Board prior to the Governing Board consideration of the future period tax levy.

As such, the attached Municipal Compliance Report is hereby filed with the City Clerk, to be presented to the City Council as an Informational Memorandum at its meeting on November 2, 2015.

Regards,

G. Zientara
City Treasurer & Director of Finance

cc: Tim Gleason, City Manager
Debra Bright, City Clerk
James R. Ohl, President Decatur Firefighter Pension Board
John Bolletta, Secretary Decatur Firefighter Pension Board

CITY OF DECATUR, ILLINOIS
FIREFIGHTERS' PENSION PLAN

House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Year Ended December 31, 2014

The Pension Board certifies to the City Council of the Municipality on the condition of the Pension Plan at the end of its most recently completed fiscal year the following information:

1. The total assets of the fund in its custody at the end of the fiscal year and the current market value of those assets:

Total Assets (at Market Value)	$ 70,843,446
Actuarial Value of Assets (see item 8 for explanation)	$ 74,688,164

2. The estimated receipts during the next succeeding fiscal year from deductions from the salaries of firefighters and from other sources:

Estimated Receipts - Employee Contributions	$ 793,573
Estimated Receipts - All Other Sources Investment Earnings	N/A
Municipal Contributions	$ 4,963,733

3. The estimated amount required during the next succeeding fiscal year to (a) pay all pensions and other obligations provided in Article 4 of the Illinois Pension Code, and (b) to meet the annual requirements of the fund as provided in Sections 4-118 and 4-120 and (c) the increase in employer pension contributions resulting from the implementation of P.A. 93-0689:

(a)	Pay all Pensions and Other Obligations	$ 6,810,510
(b)	Annual Requirement of the Fund as Determined by: Illinois Department of Insurance - Report Dated August 18, 2015	4,297,250
	Private Actuary - Report Dated April 23, 2015 (Entry Age Normal - Level Percentage of Payroll)	$ 4,963,733
	Private Actuary - Report Dated April 23, 2015 (PA096-1495)	$ 4,611,745
(c)	Annual Requirement of the Fund as Determined by: *Illinois Department of Insurance	N/A
	Private Actuary - Report Dated April 23, 2015	N/A

4. The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	Current Fiscal Year (2014)	Preceding Fiscal Year (2013 – 8 months)
Net Income Received from Investment of Assets	$ 4,485,607	$ 3,992,982
Assumed Investment Return *Illinois Department of Insurance - Report Dated August 18, 2015	6.75%	6.75%
Private Actuary - Report Dated April 23, 2015	7.00%	N/A
Actual Investment Return	6.67%	N/A

5. The total number of active employees who are financially contributing to the fund:

Number of Active Members	106

6. The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	Number of	Total Amount Disbursed
(i) Regular Retirement Pension	84	$ 4,831,260
(ii) Disability Pension	24	$ 1,215,643
(iii) Survivors and Child Benefits	23	$ 790,753

7. The funded ratio of the fund:

	Current Fiscal Year	Preceding Fiscal Year
Illinois Department of Insurance – Report Dated August 28, 2015	56.0%	N/A
Private Actuary - Report Dated April 23, 2015	58.5%	N/A

8. The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability:	
*Illinois Department of Insurance - Report Dated August 18, 2015	$ 55,570,526
Private Actuary - Report Dated April 23, 2015	$ 52,976,452

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets. The actuarial value of assets is the asset value derived by using the plan's asset valuation method which is a method designed to smooth random fluctuations in asset values. The objective underlying the use of asset valuation method is to provide for the long-term stability of municipality contributions.

9. The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

Investment Policy - See Attached

CERTIFICATION OF MUNICIPAL FIRE
PENSION PLAN COMPLIANCE REPORT

We, the undersigned Trustees of the Decatur Firefighters' Pension Plan, based upon information and belief, and to the best of our knowledge, certify pursuant to §5/4-134 of the Illinois Pension Code, that the preceding report is true and accurate.

James R. Ohl
_____ President

_____ Secretary

Dated: 10/2/2015

DECATUR FIREMAN PENSION
INVESTMENT POLICY STATEMENT

I. PURPOSE

To establish the policy for investment of Decatur Fireman Pension balances in securities in accordance with the terms and conditions as set forth herein as stated in the Illinois Pension Code (40 ILCS). All percentage limitations are expressed as percentages of market value and are measured at the time of purchase. In the case of limitations being exceeded due to changes in the portfolio's market value (including deposits and withdrawals), corporate event, or securities downgrade, the investment manager shall take such action, as the manager deems prudent, to cause the portfolio to return to compliance with the guidelines. In the event the assets to be managed include "transferred" or "inherited" securities, Client acknowledges that the duration and portfolio structure may be significantly different from the target duration and these guidelines for an extended period while the portfolio is restructured.

II. PORTFOLIO INVESTMENT OBJECTIVES

The plan's primary objective is to achieve their annual pension liability rate of (7.50%). The plan will combine the investment guidelines listed below, along with the infinite time horizon of the assets to seek a prudent investment mix which gives the plan the best opportunity to meet its annual liability needs.

III. LIQUIDITY

It is anticipated that the portfolio will be a "core"commitment to the stated objective above. Therefore, the day to day operational liquidity needs will be met outside of these investments.

IV. FIXED INCOME SECURITIES (Unlimited)

Per the state of Illinois Pension Code (40 ILCS), the Portfolio may invest all of the following (complete list may be found in pension code section 113.1):

A. Interest bearing direct obligations of the United States Government; interest bearing obligation to the extent that they are fully guaranteed or insured as to the payment of principal and interest by the United States; or other similar obligation of an agency of the United States (40 ILCS 5/1-113.2).
B. Interest bearing savings account or certificates of deposit, issued by federally chartered banks, Illinois chartered banks or savings and loan associations, to the extent that the deposits are. insured by agencies or instrumentalities of the federal government(40 ILCS 5/1-113.2).

C. Contracts and Agreements supplements thereto providing for investments in the general account of a life insurance company authorized to do business in Illinois. (40 ILCS 1-113.2).

V. OBJECTIVES FOR FIXED INCOME PORTFOLIO

Invest the assets in a high quality portfolio which seeks to:

A. preserve capital;
B. assure sufficient liquidity to meet anticipated needs;
C. avoid imprudent concentrations;
D. maximize total after tax return in relation to these guidelines and market conditions
E. provide fiduciary control of all investments and cash through the custodian appointed by the Board of the Decatur Fireman Pension

VI. INVESTMENT IN EQUITY SECURITIES (MAXIMUM OF 50% Through 6/30/2012 55% Thereafter in Compliance with Illinois Pension Codes)

Per the state of Illinois Pension Code (40 ILCS), the Portfolio may invest all of the following (complete list may be found in pension code section 113.1):

A. Common and preferred stocks and convertible debt securities authorized for investment of trust funds under the laws of the State of Illinois, provided:

1. the common stocks are listed on a national securities exchange or board of trade, as defined in federal Securities Exchange Act of 1934, or quoted in the National Association of Securities Dealer Automated Quatation System (NASDAQ).
2. the Corporations is not in arrears on payment of dividends
3. the book value of stock in any one corporations shall not exceed 5% of the total investment account at book value.
4. Investment Companies which are registered under the Investment Company Act of 1940, are diversified open-end management investment companies. They must have been in operation for at least 5 years and assets of $250 million. (40 ILCS 5/1-113.1)

B. The investment portfolio shall be diversified in accordance with state guidelines and prudent asset allocation strategies. The allocation of the equity funds will be determined by the Investment Advisor. However, total exposure to international funds will not exceed 35% of overall equity allocation, or 15% of the plan's total assets.

VII. TRADING

A. All securities purchased will be in the name of The Decatur Fireman Pension.
B. All investments will be held by the custodian named by the Board of the Decatur Fireman Pension.

VIII. REPORTING

A. All security purchases and sales will be followed with a trade confirmation sent to the client.
B. Portfolio holdings and income reports will be generated on a monthly basis.
C. Total Returns will be reported quarterly following the fiscal year ending April 30.

XI. INVESTMENT MANAGER REQUIREMENTS

A. The investment manager shall be bound by this policy.
B. The investment manager should maintain communication with client with such reasonable frequency as market conditions and the portfolio warrant.

XII. PERFORMANCE BENCHMARK

The performance benchmark is the Lehman Brothers Government/Credit Index for Fixed Income and the Standard and Poors 500 Composite Total Return for Equity Securities. The total portfolio index shall be a blend of 50% Barclays Aggregate Government/Credit Index and 50% Standard and Poors Composite Total Return until otherwise noted.

XIII. LIMITATIONS ON INVESTMENT PERFORMANCE

The client acknowledges and agrees that the manager does not guarantee any minimum level of investment performance, the success of any investment decision or strategy that the manager may use, or the success of manager's overall management of the client assets and that the manager will not be liable for its failure to achieve any investment performance targets or goals set forth in this Investment Policy or otherwise articulated by the client.

XIV. REVIEW OF STATEMEMENT

The investment policy statement will be reviewed on at least an annual basis to ensure it remains compliant with any changes made at the state level.

Approved this 6 day of September, 2011 by the Decatur Firefighters Pension Board of Trustees

President _____ Trustee _____

Secretary _____ Trustee _____

Treasurer _____